



# URADNI LIST REPUBLIKE SLOVENIJE

## MEDNARODNE POGODBE

Številka 2 (Uradni list RS, št. 8)

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Leto IV

14.

### AKT

#### O NASLEDSTVU SPORAZUMOV NEKDANJE JUGOSLAVIJE Z JAPONSKO

Na podlagi 3. člena ustavnega zakona za izvedbo Temeljne ustavne listine o samostojnosti in neodvisnosti Republike Slovenije v zvezi z določbami 1. člena ustavnega zakona za izvedbo Ustave Republike Slovenije, Državni zbor Republike Slovenije odloča, da se notificira nasledstvo Republike Slovenije glede naslednjih mednarodnih pogodb, ki jih je z Japonsko sklenila nekdanja Jugoslavija:

1. Pogodba o trgovini in plovbi med FLRJ in Japonsko s protokolom; podpisana 28. 2. 1959 v Beogradu; objavljena v Uradnem listu FLRJ - Mednarodne pogodbe, št. 7/59;
  2. Sporazum med SFRJ in Japonsko o sodelovanju na področju kulture; podpisano 15. 3. 1968 v Tokiu; objavljen v Uradnem listu SFRJ - Mednarodne pogodbe, št. 3/69;
  3. Izmenjava not med Vladama SFRJ in Japonske, ki se nanaša na japonsko posojilo Jugoslaviji, z dne 30. 7. 1966 v Beogradu;
  4. Sporazum o ukiniti viz med SFRJ in Japonsko, sklenjen z izmenjavo not 15. 5. 1969 v Tokiu; objavljen v Uradnem listu SFRJ - Mednarodne pogodbe, št. 15/67;
  5. Izmenjava not med Vladama SFRJ in Japonske, ki se nanaša na japonsko posojilo Jugoslaviji, z dne 28. 9. 1968;
  6. Izmenjava not med Vladama SFRJ in Japonske, ki se nanaša na japonsko posojilo Jugoslaviji, z dne 14. 7. 1972 v Beogradu;
  7. Sporazum med Vlado SFRJ in Vlado Japonske o sodelovanju na področju znanosti in tehnologije; podpisano 22. 5. 1981 v Tokiu; objavljen v Uradnem listu SFRJ - Mednarodne pogodbe, št. 6/82;
  8. Sporazum med Zveznim izvršnim svetom Skupščine SFRJ in Vlado Japonske o konsolidaciji zapadlih dolgov dolžnikov iz SFRJ, sklenjen z izmenjavo not 20. 3. 1985 v Beogradu;
  9. Sporazum med Zveznim izvršnim svetom Skupščine SFRJ in Vlado Japonske o konsolidaciji jugoslovanskega dolga, sklenjen z izmenjavo not 5. 12. 1985 v Beogradu;
  10. Sporazum med Zveznim izvršnim svetom Skupščine SFRJ in Vlado Japonske o konsolidaciji dolgov, sklenjen z izmenjavo not 20. 3. 1987 v Beogradu;
  11. Sporazum med Zveznim izvršnim svetom Skupščine SFRJ in Vlado Japonske o konsolidaciji javnega dolga SFRJ, sklenjen z izmenjavo not 11. 9. 1987 v Beogradu;
  12. Sporazum med Zveznim izvršnim svetom Skupščine SFRJ in Vlado Japonske o konsolidaciji dolga jugoslovanskih dolžnikov za obdobje 1988 do 1989 leta, sklenjen z izmenjavo not 1. 3. 1989 v Beogradu.
- Sporazumi, navedeni v aktu pod zaporednimi številkami 3, 5, 6, 8, 9, 10, 11 in 12, se objavijo v Uradnem listu Republike Slovenije v izvirnikih v angleškem jeziku in prevodih v slovenskem jeziku, hkrati z aktom.
- Ta akt začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 700-01/93-29/1

Ljubljana, dne 25. januarja 1994.

Predsednik  
Državnega zbora  
Republike Slovenije  
mag. Herman Rigelnik l. r.

CONFIDENTIAL

Belgrade, 30<sup>th</sup> July, 1966

Sir,

I have the honour to confirm the following understanding reached between the Government of Japan and the Government of the Socialist Federal Republic of Yugoslavia on Japanese credit to be extended to the Socialist Federal Republic of Yugoslavia in order that Japan may cooperate with Yugoslavia in the implementation of its national economic reform, taking into consideration the request of the Government of Yugoslavia for facilitating the repayments of the outstanding Japanese commercial credits to Yugoslavia.

1. A line of Credit (hereinafter referred to as "the Credit") in Japanese Yen up to the amount of one billion eight hundred million yen (Y 1,800,000,000) will be extended to the National Bank of Yugoslavia by the Export-Import Bank of Japan together with or without a number of private banks (hereinafter referred to as "the Banks") in accordance with relevant laws and regulations of Japan.

2. The Credit will be made available by a Loan Agreement to be concluded between the Banks and the National Bank of Yugoslavia. The terms and conditions as well as procedures of the Credit will be governed by the Agreement, which will contain, inter alia, the following principles:

- a. The repayment period will be seven years, including two years' grace.
- b. The interest rate will be five and half (5.5) per cent per annum.
- c. The closing date of the Credit will be two years starting from the date of signature of the said Agreement.
- d. As to the guarantee of this Credit, under the Yugoslav regulations all obligations incurred by the National Bank of Yugoslavia are guaranteed by the Socialist Federal Republic of Yugoslavia.

3. The Crédit will be made available to cover payments to be made to Japanese suppliers by Yugoslav importers, under such contracts as may be entered into in Japanese Yen between them for the purchase of Japanese materials for industrial processing.

4. With regard to the shipping and marine insurance of goods purchased under the Credit, both Governments will refrain, within the scope of relevant laws and regulations of the respective countries, from imposing and restrictions that may hinder a fair and free competition between the shipping and marine insurance companies of the respective countries.

5. The Government of Yugoslavia shall exempt the Banks from Yugoslav fiscal levy or tax on and/or in connection with the Credit and interest accruing therefrom.

6. The two Governments will consult with each other in respect of any matter that may arise from or in connection with this understanding.

I should be grateful if you would confirm the foregoing understanding on behalf of the Government of the Socialist Federal Republic of Yugoslavia.

I have the honour to be, Sir, Your obedient Servant,

Junnosuke Katayama, (s)  
Counsellor of  
the Embassy of Japan

Mr. Ljupčo Tavčiovski  
Assistant Director of  
the Division in the Secretariat  
of State for Foreign Affairs  
Belgrade

ZAUPNO

Beograd, 30. julij 1966

Spoštovani,

Imam čast potrditi naslednji dogovor, ki sta ga dosegli Vladi Japonske in Socialistične federativne republike Jugoslavije glede japonskega posojila Socialistični federativni republik Jugoslaviji, tako da bi Japonska lahko sodelovala z Jugoslavijo pri izvajjanju jugoslovenske gospodarske reforme, upoštevajoč prošnjo Vlade Jugoslavije, da se ji olajša odplačilo neporavnanih japonskih komercialnih kreditov Jugoslaviji.

1. Import – export banka Japonske bo – skupaj z nekaterimi zasebnimi bankami ali brez njih (v nadaljevanju: Banke) – v skladu z ustreznimi japonskimi zakoni in predpisi dodelila Narodni banki Jugoslavije kreditno linijo (v nadaljevanju: kredit) v japonskih jenih do višine ene milijarde osemsto milijonov jenov (1,800,000.000 jen).

2. Kredit bo dan na razpolago na podlagi posojilne pogodbe, sklenjene med Bankami in Narodno banko Jugoslavije. Pogoji in postopki kredita bodo določeni v pogodbi, ki bo med drugim vsebovala tudi naslednja načela:

a) Odplačilna doba bo sedem let, vključno z dveletno dobo mirovanja.

b) Obrestna mera bo pet in pol (5.5) odstotkov letno.

c) Končni datum kredita bo dve leti začenši od datuma podpisa omenjene posojilne pogodbe.

d) Glede garancije za ta kredit velja, da Socialistična federativna republika Jugoslavija jamči za vse obveznosti, ki jih je prevzela Narodna banka v skladu z jugoslovenskimi zakoni in predpisi.

3. Kredit bo na razpolago jugoslovanskim uvoznikom za kritje plačil japonskim dobaviteljem na podlagi takšnih pogodb, kot bodo sklenjene med njimi v japonskih jenih za nakup japonskih izdelkov za industrijsko predelavo.

4. V zvezi z odpremo in pomorskim zavarovanjem proizvodov, kupljenih po tem kreditu, Vladi – v okviru ustreznih zakonov in predpisov ene ali druge države – ne bosta uveli nobenih omejitev, ki bi morda ovirale pravično in prostro konkurenco med prevozniki in zavarovalnimi družbami za pomorsko zavarovanje iz obej držav.

5. Vlada Socialistične federativne republike Jugoslavije bo oprostila Banco plačevanja vseh jugoslovenskih fiskalnih dajatev ali davkov na kredit oziroma v zvezi z njim in na obresti za ta kredit.

6. Vladi se bosta posvetovali o morebitnih vprašanjih, ki bi lahko izhajala iz tega dogovora ali v zvezi z njim.

Hvaležen bi vam bil, če bi v imenu Vlade Socialistične federativne republike Jugoslavije potrdili omenjeni dogovor.

Čast mi je, spoštovani, da ostajam Vaš vdani

Junnosuke Katayama I.r.  
svetovalec  
g. Ljupčo Tavčiovski  
pomočnik direktorja oddelka  
v državnem sekretariatu  
za zunanje zadeve  
Beograd

Japonskega veleposlaništva

CONFIDENTIAL

Belgrade, 30<sup>th</sup> July, 1966

ZAUPNO

Beograd, 30. julija 1966

Sir,

I have the honour to acknowledge the receipt of your letter of today's date, which reads as follows:  
"Japanese Letter"

I have the honour to confirm on behalf of the Government of the Socialist Federal Republic of Yugoslavia that the foregoing embodies the understanding reached in the course of the recent negotiations concerning the credit of one billion eight hundred million yen (Y 1,800,000,000), between the representatives of the Government of the Socialist Federal Republic of Yugoslavia and the Government of Japan.

Accept, Sir, the assurances of my highest consideration.

Ljupčo Tavčiovski, (s)  
Assistant Director of  
the Division in the  
Secretariat of State  
for Foreign Affairs

Mr. Junnosuke Katayama  
Counsellor of the Embassy  
of Japan  
Beograd

Spoštovani !  
Imam čast potrditi prejem vašega pisma z današnjim datumom, ki se glasi:  
"(japonsko pismo)"

V imenu Vlade Socialistične federativne republike Jugoslavije vam imam čast potrditi, da navedeno pismo vsebuje dogovor, dosežen v teknu nedavnih pogajanj v zvezi s kreditom ene milijarde in osemsto milijonov jenov (1,800,000.000 jen) med predstavniki Vlade Socialistične federativne republike Jugoslavije in Vlade Japonske.

Prejmite, spoštovani, izraze mojega odličnega spoštovanja.

Ljupčo Tavčiovski l.r.  
pomočnik direktorja oddelka  
v državnem sekretariatu  
za zunanje zadeve

g. Junnosuke Katayama  
svetovalec Japonskega veleposlaništva  
Beograd

28<sup>th</sup> September, 1968

Confidential

28. september 1968

Zaupno

Ekscelencia !

V zvezi z našimi nedavnimi razgovori vam imam čast potrditi, da Vlada Socialistične federativne republike Jugoslavije razume, da Vlada Japonske – ne glede na končni datum kredita, kot je predviden v 2.c odstavku izmenjenih pisem z dne 30. julija 1966 v zvezi z Jugoslavijo odobrenim jenskim kreditom – nima nič proti podaljšanju kredita za deset (10) mesecev, to je do 31. julija 1969, in sicer na podlagi dogovora med Narodno banko Jugoslavije na eni strani in Izvozo-uvozno banko Japanske in zadevnimi japonskimi zasebnimi bankami na drugi strani.

Hvaležen bi vam bil, če bi Vaša Ekscelencia potrdila, da omenjeni dogovor tako razume tudi Vlada Japonske.

Ob tej priložnosti Vaši Ekscelenci ponovno izražam svoje odlično spoštovanje.

Confidential

Zaupno

Ekscelencia !

Imam čast potrditi prejem pisma Vaše Ekscelence z današnjim datumom, ki se glasi:  
"(jugoslovansko pismo)"

Nadalje imam čast potrditi, da tudi Vlada Japonske razume dogovor, kot je navedeno.

Izkoriščam to priložnost, da Vaši Ekscelenci izrazim svoje odlično spoštovanje.

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's letter of today's date, which reads as follows:

"(Yugoslav Letter)"

I have further the honor to confirm that the foregoing is also the understanding of the Government of Japan.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Belgrade, 14 July, 1972

Beograd, 14. julij 1972

Excellency,

I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and the Government of the Socialist Federal Republic of Yugoslavia concerning Japanese assistance to be extended to the Socialist Federal Republic of Yugoslavia with a view to promoting the letter's economic stabilization and development efforts.

1. A loan in Japanese Yen up to the amount of nine billion two hundred and forty million yen (Y 9,240,000,000) (hereinafter referred to as "the Loan") will be extended to the National Bank of Yugoslavia (hereinafter referred to as "the National Bank") by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. The Loan will be made available by a loan agreement to be concluded between the National Bank and the Bank. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreement, which will contain, inter alia, the following principles:

- (a) The repayment period will be twelve (12) years after three (3) years' grace,
- (b) The interest rate will be five and a half (5.5) percent per annum,
- (c) The closing date will be June 30, 1975,
- (d) The annual amount of disbursements will not exceed three billion and eighty million yen (Y 3,080,000,000).

3. As to the guarantee of the Loan, under the Yugoslav laws and regulations all obligations incurred by the National Bank are guaranteed by the Socialist Federal Republic of Yugoslavia.

4. The Loan will be made available to cover payments to be made to suppliers in Japan by Yugoslav importers under such contracts as have been or may be entered into between them for the purchase of Japanese products to be mutually agreed upon between the authorities concerned of the two Governments and services of Japanese nationals incidental thereto.

5. The Government of the Socialist Federal Republic of Yugoslavia shall exempt the Bank from all Yugoslav fiscal levies or taxes on and/or in connection with the Loan and interest accruing therefrom.

6. With regard to the shipping and marine insurance of products purchased under the Loan, the two Governments shall refrain, within the scope of relevant laws and regulations of their respective countries, from imposing any restrictions that may hinder a fair and free competition between the shipping and marine insurance companies of the two countries.

7. The two Governments will consult with each other with respect to any matter that may arise from or in connection with this understanding.

I should be grateful if Your Excellency would confirm the foregoing understanding on behalf of the Government of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Susumu Nakagawa, (s)  
Ambassador Extraordinary and  
Plenipotentiary of Japan

His Excellency  
Mr. Janko Smole  
Federal Secretary of Finance  
Socialist Federal Republic of Yugoslavia

Ekscelanca,

Imam čast potrditi naslednji dogovor, ki so ga nedavno dosegli predstavniki Vlad Japonske in Socialistične federativne republike Jugoslavije v zvezi z japonsko pomočjo Socialistični federativni republik Jugoslaviji z namenom, da bi podprli njena prizadevanja za gospodarsko stabilizacijo in razvoj.

1. Export – import banka Japonske (v nadaljevanju: Banka) bo v skladu z ustreznimi japonskimi zakoni in predpisi dala Narodni banki Jugoslavije (v nadaljevanju: Narodna banka) posojilo v japonskih jenih v znesku do devet milijard dvestoštirideset milijonov jenov (9,240,000.000 jenov) (v nadaljevanju: posojilo).

2. Posojilo bo na razpolago na podlagi posojilne pogodbe, ki jo bosta sklenili Narodna banka in Banka. Pogoji posojila kot tudi postopki za njegovo uporabo bodo določeni v omenjeni posojilni pogodbi, ki bo med drugim vsebovala naslednja načela:

a) Odplačilna doba bo dvanajst (12) let po triletnem (3) obdobju mirovanja.

b) Obrestna mera bo pet in pol (5,5) odstotkov letno.

c) Končni datum je 30. junij 1975.

d) Letni znesek izplačila ne bo presegal treh milijard in osemdeset milijonov jenov (3,080,000.000 jenov).

3. Glede garancije za posojilo velja, da Socialistična federativna republika Jugoslavije jamči za vse obveznosti, ki jih je prevzela Narodna banka v skladu z jugoslovenskimi zakoni in predpisi.

4. Posojilo bo na razpolago jugoslovenskim uvoznikom za kritje plačil japonskim dobaviteljem na podlagi takšnih pogodb, kot so bile ali bodo sklenjene za nakup japonskih izdelkov in o katerih se bodo medsebojno dogovorili zadevni organi obeh Vlad in za storitve japonskih državljanov s tem v zvezi.

5. Vlada Socialistične federativne republike Jugoslavije bo oprostila Banko plačevanja vseh jugoslovenskih fiskalnih dajatev in davkov na posojilo oziroma v zvezi z njim in na obresti za to posojilo.

6. V zvezi z odpremo in pomorskim zavarovanjem proizvodov, kupljenih s posojilom, Vladi – v okviru ustreznih zakonov in predpisov ene ali druge države – ne bosta uvedli nobenih omejitev, ki bi morda ovirale pravčno in prosti konkurenco med prevozniki in zavarovalnimi družbami za pomorsko zavarovanje iz obeh držav.

7. Vladi se bosta posvetovali o morebitnih vprašanjih, ki bi lahko izhajala iz tega dogovora ali v zvezi z njim.

Hvaležen bi vam bil, če bi Vaša Ekscelanca v imenu Vlade Socialistične federativne republike Jugoslavije potrdila omenjeni dogovor.

Ob tej priložnosti Vaši Ekscelenci ponovno izražam svoje odlično spoštovanje.

Susumu Nakagawa l.r.  
izredni in pooblaščeni  
veleposlanik Japonske

Njegova ekscelanca  
g. Janko Smole  
zvezni sekretar za finance  
Socialistična federativna republika Jugoslavija

Belgrade, 14 July 1972

Beograd, 14. julija 1972

Excellency,  
I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:  
"Japanese Note"

I have further the honour to confirm on behalf of the Government of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Janko Smole, (s)  
Federal Secretary for Finance

His Excellency  
Mr. Susumu Nakagawa,  
Ambassador of Japan,  
Belgrade

Embassy of Japan,  
Belgrade

Belgrade, March 20, 1985

Sir,  
I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 22 May, 1984. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The amount of debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") will be seven hundred and seventy million yen (Y 770,000,000). The Rescheduled Debts consist of such debts owed by the National Bank of Yugoslavia to the Bank as having fallen due between 1 January and 31 December, 1984, both dates inclusive, under the loan agreement concluded on 28 July, 1972 between them. The breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) Modifications may be made to the amount referred to in sub-paragraph (1) above and the list attached hereto by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

(1) Each of the debts composing the Rescheduled Debts will be paid in six (6) equal semi-annual instalments beginning on 31 December, 1988.

Ekscelenca,  
Imam čast potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi:  
"(japonska nota)"

Nadalje mi je v čast, da vam v imenu Vlade Socialistične federativne republike Jugoslavije lahko potrdim dogovor, kot je naveden v noti Vaše Ekscelence.

Ob tej priložnosti ponovno izražam vaši Ekscelenci svoje odlično spoštovanje.

Janko Smole l.r.  
zvezni sekretar za finance

Njegova ekscelenca  
g. Susumu Nakagawa  
veleposlanik Japanske  
Beograd

Veleposlaništvo Japanske  
Beograd

Beograd, 20. marca 1985

Spoštovani,  
čast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japanske in Zveznim izvršnim svetom Skupštine Socialistične federativne republike Jugoslavije, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 22. maja 1984. Nadalje imam čast potrditi naslednje soglasje, doseženo med omenjenimi pogajanjami:

1. Ukrep za lažje odplačilo dolga v obliki reprogramiranja bo prevzela Export-Import banka Japanske (v nadaljevanju "Banka") v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Znesek dolgov, ki bodo reprogramirani (v nadaljevanju "reprogramirani dolgovi"), bo znašal sedemstosedemdeset milijonov jenov (770,000,000 YEN). Reprogramirani dolgovi sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo med vključno 1. januarjem in vključno 31. decembrom 1984 v okviru kreditnega sporazuma, ki sta ga sklenili 28. julija 1972. Specifikacija reprogramiranih dolgov je podana v priloženem seznamu.

(2) V zgornjem (1) pododstavku navedeni znesek in priloženi seznam se lahko spremeni, če se o tem dogovorita zadevna organa Vlade Japanske in Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v sporazumu o reprogramiranju, ki ga morata skleniti Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

1) Vsak od dolgov, ki sestavlajo reprogramirane dolbove, bo plačan v šestih (6) enakih polletnih obrokih, začenši z 31. decembrom 1988.

(2) The rate of interest on the Rescheduled Debts will be five point seven five per cent (5.75 %) per annum beginning respectively from the original due dates.

4. The present arrangement will become effective at the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to extend to you the assurance of my high consideration.

Tamio Amau, (s)  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal Republic  
of Yugoslavia

Mr. Nikola Jelić.  
Director in the Federal  
Secretariat for Finance

(2) Obrestna mera za reprogramirane dolbove bo znašala pet celih petinsedemdeset odstotkov (5,75 %) letno in se začne obračunavati vsakokrat na prvotni datum zapadlosti.

4. Ta dogovor bo začel veljati na dan, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupštine Socialistične federativne republike Jugoslavije izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije potrdili ta dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Tamio Amau I. r.  
Izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

Nikola Jelić  
Direktor v Zveznem  
sekretariatu za finance

List		
Particulars of Debt	Original Due Date	Amount (in Yen)
The principal payable under the Loan Agreement concluded on 28 July, 1972 between the National Bank of Yugoslavia and the Bank on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972.	25. Feb., 1984 25. Aug., 1984	385,000,000 385,000,000
Total:	770,000,000	

Belgrade, March 20, 1985

Excellency,  
I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 22. May, 1984. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

Seznam		
Podatki o dolgu	Prvoten datum zapadlosti	Znesek (v jenih)
Glavnica plačljiva po kreditnem sporazumu, sklenjenem 28. julija 1972 med Narodno banko Jugoslavije in Banco ō podaljšanju posojila v jenih v skladu z izmenjanima notama med vladama Japonske in Socialistične federativne republike Jugoslavije dne 14. julija 1972	25. feb. 1984 25. avg. 1984	385,000,000 385,000,000
Skupaj	770,000,000	

Beograd, 20. marca 1985.

Ekscelencia,

Čast imam potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi, kot sledi:

"Čast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije in vladami zadévnih držav upnic v Parizu 22. maja 1984. Nadalje imam čast potrditi naslednje soglasje, doseženo med omenjenimi pogajanjami:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The amount of debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") will be seven hundred and seventy million yen (Y 770,000,000). The Rescheduled Debts consist of such debts owed by the National Bank of Yugoslavia to the Bank as having fallen due between 1 January and 31 December, 1984, both dates inclusive, under the loan agreement concluded on 28 July, 1972 between them. The breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) Modifications may be made to the amount referred to in sub-paragraph (1) above and the list attached hereto by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

(1) Each of the debts composing the Rescheduled Debts will be paid in six (6) equal semi-annual instalments beginning on 31 December, 1988.

(2) The rate of interest on the Rescheduled Debts will be five point seven five per cent (5.75 %) per annum beginning respectively from the original due dates.

4. The present arrangement will become effective at the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to extend to you the assurance of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Nikola Jelić (s)  
Director in the Federal  
Secretariat for Finance

Tamio Amau  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal  
Republic of Yugoslavia

#### List

Particulars of Debt	Original Due Date	Amount (in Yen)
The principal payable under the Loan Agreement concluded on 28 July, 1972 between the National Bank of	25. Feb., 1984	385,000,000
	25. Aug., 1984	385,000,000

1. Export-Import banka Japanske (v nadaljevanju "Banka") bo sprejela ukrep za lažje odplačilo dolga v obliki reprogramiranja v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Znesek dolgov, ki bodo reprogramirani (v nadaljevanju "reprogramirani dolgovi"), bo znašal sedemsto sedemdeset milijonov jenov (770,000,000 YEN). Reprogramirani dolgovi sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo med vključno 1. januarjem in vključno 31. decembrom 1984 v okviru kreditnega sporazuma, ki sta ga sklenili 28. julija 1972. Specifikacija reprogramiranih dolgov je podana v priloženem seznamu.

(2) V zgornjem (1) pododstavku navedeni znesek in priloženi seznam se lahko spremenita, če se o tem dogovorita zadevna organa Vlade Japanske in Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v dogovoru o reprogramiranju, ki ga morata skleniti Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednjna načela:

1) Vsak dolg, ki predstavlja del reprogramiranih dolgov, bo plačan v šestih (6) enakih polletnih obrokih, začenši z 31. decembrom 1988.

(2) Obrestna mera za reprogramirane dolbove bo znašala pet celih petinsedemdeset odstotkov (5.75 %) letno in se začne obračunavati vsakokrat na prvotni datum zapadlosti.

4. Ta dogovor bo začel veljati na dan, ko bo Vlada Japanske od Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupštine Socialistične federativne republike Jugoslavije izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije potrdili ta dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje."

Nadalje imam čast v imenu Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije potrditi soglasje, ki je navedeno v noti Vaše Ekscelence.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Nikola Jelić I. r.  
Direktor v Zveznem sekretariatu za finance

Tamio Amau  
Izredni in pooblaščeni veleposlanik Japanske v Socialistični federativni republikni Jugoslaviji

#### Seznam

Podatki o dolgu	Prvoten datum zapadlosti	Znesek (v jenih)
Glavnica plačljiva po kreditnem sporazumu, sklenjenem 28. julija 1972 med Narodno banko Jugoslavije in Banko o	25. feb. 1984	385,000,000
	25. avg. 1984	385,000,000

Yugoslavia and the  
Bank on the extention  
of Yen loan pursuant  
to the Note exchanged  
between the Governments  
of Japan and  
of the Socialist Federal  
Republic of Yugoslavia  
on 14 July 1977

**TOTAL:** 770,000,000

Embassy of Japan  
Beigrade

Belgrade, March 20, 1985

Sir,  
I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 22 May 1984. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangements will apply to the total amount of the principal of commercial debts with a repayment period of more than one year, contracted before 2 December, 1982, between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, having fallen due between 1 January and 31 December, 1984, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at three million six hundred six thousand nine hundred and forty-two United States dollars and thirty-three cents (US \$ 3,606,942.33) for the commercial debts contracted in United States dollars and one billion three hundred nineteen million six hundred seventy thousand one hundred and forty-three Japanese yen (¥ 1,319,670,143) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council"), after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

2. (1) The Government of Japan will receive the notification through Jugobanka-Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

podaljšanju posojila  
v jenih v skladu z  
izmenjanima notama med  
vladama Japonske in  
Socialistične federativne  
republike Jugoslavije  
dne 14. julija 1972

**Skupaj** 770,000,000

Veleposlaništvo Japonske  
Beograd

Beograd, 20. marca 1985

Sporazumi,

Čast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vladami zadavnih držav upnic v Parizu 22. maja 1984. Nadalje imam čast potrditi naslednji sporazum, sprejet med omenjenimi pogajanjami:

1. (1) Ta dogovor se nanaša na skupni znesek glavnice komercialnih dolgov z dobo odplačevanja nad enim letom, ki so bili pogodbeno dogovorjeni pred 2. decembrom 1982 med zadavnimi dolžniki v Socialistični federativni republikni Jugoslaviji (v nadaljevanju "dolžniki") z ene strani in zadavnimi upniki iz Japonske (v nadaljevanju "upniki") z druge strani, ki jih je zavarovala Vlada Japonske in ki so zapadli ali zapadejo v vričilo v času od vključno 16. maja 1987 do vključno 31. marca 1988 (v nadaljevanju "reprogramirani komercialni dolgovi").

(2) Reprogramirani komercialni dolgovi sestojijo iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na tri milijone šeststošest tisoč devetsto dvainštirideset ameriških dolarjev in triintrideset centov (3,606,942,33 USD) za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in eno milijardo tristo devetnajst milijonov šeststo-sedemdeset tisoč sto triinštirideset japonskih jenov (1,319,670,143 YEN) za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

(3) Skupni znesek iz prejšnjega (2) pododstavka se lahko spremeni, če se o tem dogovorita zadavna organa Vlade Japonske in Žveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet), in sicer po končani verifikaciji, ki jo morata izvršiti zadavna organa Vlade Japonske in Žveznega izvršnega sveta.

2. (1) Vlada Japonske bo preko Jugobanke – Udržene banke, Beograd (v nadaljevanju Jugobanka) prejela obvestilo o znesku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom, odplačil, določenim v naslednjem (4) pododstavku, (v nadaljevanju program odplačil).

(2) The Federal Executive Council will guarantee that the total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the commercial debts composing the Rescheduled Commercial Debts will be paid in six (6) equal semi-annual instalments beginning on 31 December, 1988.

3. (1) The Federal Executive Council will guarantee that the interest to be calculated as described in subparagraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka on 30 June and 31 December of each year to the extent that they have not been settled. The first payment of the interest will be made on 30 June, 1985.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be eleven per cent (11%) per annum for the commercial debts contracted in United States dollars and seven point nine per cent (7.9%) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective at the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, označeni v zadevnih pogodbah, v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnava reprogramiranih komercialnih dolgov.

(4) Vsak od komercialnih dolgov, ki sestavlja del reprogramiranih komercialnih dolgov, bo odplačan v šestih (6) enakih polletnih obrokih, začenši z 31. decembrom 1988.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj, izplačane upnikom preko Jugobanke 30. junija in 31. decembra vsako leto, v kolikor niso bile že poravnane. Prvo plačilo obresti se izvrši 30. junija 1985.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, znaša enajst odstotkov (11 %) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in sedem celih devet odstotkov (7,9 %) letno za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnane dolga z zmnožkom števila dni, v katerih dolg ni bil poravnан, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinštideset (365). Ponazoritev take metode izračunavanja je v obliki številčne formula podana v prilogi k tej noti.

(3) Plaćane obresti bodo oprošcene vseh davkov in dajatev Socialistične federativne republike Jugoslavije.

4. Plaćilo zadevnih komercialnih dolgov in plaćilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnih bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji za poravnavo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republikni Jugoslaviji in skladno z zadevnimi dogovori omogočil poravnava takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjeni, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dani upnikom tretjih držav.

8. Ta dogovor bo začel veljati na dan, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

Tamio Amau, (s)  
Ambassador Extraordinary and  
Plenipotentiary of Japan to the  
Socialist Federal Republic of  
Yugoslavia

Mr. Nikola Jelić,  
Director in the Federal  
Secretariat for Finance

#### ANNEX

Numerical formula of the method of calculation of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

A: The amount of the debt unsettled

I: The amount of interest

D: The number of the days the debt has not been settled.

R: The rate of interest (per annum)

(NOTE)

(1) With respect to the first payment of the interest (30 June, 1985), D is equal to the number of the days from each original due date of the debt to 29 June, 1985 (including both dates).

(2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (including both dates).

Belgrade, March 20, 1985

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 22 May, 1984. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangements will apply to the total amount of the principal of commercial debts with a repayment period of more than one year, contracted before 2 December, 1982, between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, having fallen due between 1 January and 31 December, 1984, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts").

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije potrdili navedeno soglasje.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Tamio Amau I. r.  
Izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

Nikola Jelić  
Direktor v Zveznem sekretariatu za finance

#### PRILOGA

Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

A: znesek neporavnane dolga

I: znesek obresti

D: število dni, v katerih dolg ni bil poravnан

R: (letna) obrestna mera

(OPOMBA)

(1) Za prvo plačilo obresti (30. junij 1985) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 29. junija 1985 (vključno z obema datumoma).

(2) Za nadaljnja plačila obresti po drugem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Beograd, 20. marec 1985

Ekscelencia,

Čast imam potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi:

"Cast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanih med predstavniki Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 22. maja 1984. Nadalje imam čast potrditi naslednje soglasje, doseženo med omenjenimi pogajanji:

1. (1) Ta dogovor se nanaša na skupni znesek glavnice komercialnih dolgov z dobo odplačevanja nad enim letom, ki so bili pogodbeno dogovorjeni pred 2. decembrom 1982 med zadevnimi dolžniki v Socialistični federativni republikni Jugoslaviji (v nadaljevanju "dolžniki") z ene strani in zadevnimi upniki iz Japonske (v nadaljevanju "upniki") z druge strani, ki jih je zavarovala Vlada Japonske in ki so zapadli ali zapadejo v vračilo v času od vključno 1. januarja do vključno 31. decembra 1984 (v nadaljevanju "reprogramirani komercialni dolgorvi").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at three million six hundred six thousand nine hundred and forty-two United States dollars and thirty-three cents (US \$ 3,606,942,33) for the commercial debts contracted in United States dollars and one billion three hundred nineteen million six hundred seventy thousand one hundred and forty-three Japanese yen (Y 1,319,670,143) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council"), after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

2. (1) The Government of Japan will receive the notification through Jugobanka-Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Federal Executive Council will guarantee that the total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the commercial debts composing the Rescheduled Commercial Debts will be paid in six (6) equal semi-annual instalments beginning on 31 December, 1988. -

3. (1) The Federal Executive Council will guarantee that the interest to be calculated as described in subparagraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka on 30 June and 31 December of each year to the extent that they have not been settled. The first payment of the interest will be made on 30 June, 1985.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be eleven per cent (11%) per annum for the commercial debts contracted in United States dollars and seven point nine per cent (7.9%) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia

(2). Reprogramirani komercialni dolgovi sestojijo iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na tri milijone šeststošest tisoč devetsto dvainštrideset ameriških dolarjev in triinštrideset centov (3,606,942,33 USD) za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in eno milijardo tristo devetnašt milijonov šeststo-sedemdeset tisoč sto triinštrideset japonskih jenov (1,319,670,143 YEN) za pogodbeno dogovorjene komercjalne dolbove v japonskih jenih.

(3) Skupni znesek iz prejšnjega (2) pododstavka se lahko spremeni, če se o tem dogovorita zadetna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet), in sicer po končani verifikaciji, ki jo morata izvršiti zadetna organa Vlade Japonske in Zveznega izvršnega sveta.

2. (1) Vlada Japonske bo preko Jugobanke - Udružene banke, Beograd (v nadaljevanju Jugobanka) prejela obvestilo o znesku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v naslednjem (4) pododstavku (v nadaljevanju program odplačil).

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, označeni v zadetnih pogodbah, v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačilom, ki ga je treba izvršiti po programu odplačil, olajšala poravnavo reprogramiranih komercialnih dolgov.

(4) Vsak komercialni dolg, ki je del reprogramiranih komercialnih dolgov, bo odplačan v šestih (6) enakih polletnih obrokih, začenši z 31. decembrom 1988.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadetnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj; izplačane upnikom preko Jugobanke 30. junija ali 31. decembra vsako leto, v kolikor niso bile že poravnane. Prvo plačilo obresti se izvrši 30. junija 1985.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, bo enajst odstotkov (11%) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in sedem celih devet odstotkov (7,9%) letno za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

b) Znesek obrest, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnane dolga z zmnožkom števila dni, v katerih dolg ni bil poravnан in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinšestdeset (365). Ponazoritev take metode izračunavanja je v obliki številčne formula podana v prilogi k tej noti.

(3) Plačane obresti bodo oprošcene vseh davkov in дажb Socialistične federativne republike Jugoslavije.

4. Plačilo zadetnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnih bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji za porav-

for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective at the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Nikola Jelić, (s)  
Director in the Federal  
Secretariat for Finance  
Tamio Amau  
Ambassador Extraordinary and  
Plenipotentiary of Japan to the  
Socialist Federal Republic of  
Yugoslavia

#### ANNEX

##### Numerical formula of the method of calculation of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

A: The amount of the debt unsettled

I: The amount of interest

D: The number of the days the debt has not been settled

R: The rate of interest (per annum)

##### (NOTE)

(1) With respect to the first payment of the interest (30 June, 1985), D is equal to the number of the days from each original due date of the debt to 29 June, 1985 (including both dates).

(2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (including both dates).

navo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republike Jugoslaviji in skladno z zadevnimi dogovori omogočil poravnava takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dani upnikom tretjih držav.

8. Ta dogovor bo začel veljati na dan, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili navedeno soglasje.

Ob tej priložnosti vam izražam svoje globoko spoštovanje."

Nadalje imam čast v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrditi soglasje, ki je navedeno v noti Vaše Ekscelence.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Nikola Jelić I.r.  
pomočnik zveznega sekretarja za finance  
– Tamio Amau  
Izredni in pooblaščeni veleposlanik Japonske v Socialistični federativni republikni Jugoslaviji

Nikola Jelić I.r.  
pomočnik zveznega sekretarja za finance

#### PRILOGA

##### Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

A: znesek neporavnane dolga

I: znesek obresti

D: število dni, v katerih dolg ni bil poravnан

R: (letna) obrestna mera

##### (OPOMBA)

(1) Za prvo plačilo obresti (31. oktober 1987) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 30. oktobra 1987 (vključno z obema datumoma).

(2) Za nadaljnja plačila obresti po drugem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Belgrade, December 5, 1985

Beograd, 5. decembar 1985

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 24 May 1985. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangement will apply to the total amount of the principal of commercial debts with a repayment period of more than one year, contracted before 2 December 1982, between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, as having fallen or falling due between 1 January, 1985 and 15 May, 1986, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at four million three hundred thousand one hundred and thirty-seven United States dollars and fifty-six cents (US \$ 4,300,137.56) for the commercial debts contracted in United States dollars and five billion five hundred fifty-six million six hundred sixty-seven thousand eight hundred and thirty-nine Japanese yen (Y 5,556,667,839) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council"), after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

2. (1) The Government of Japan will receive the notification through Jugobanka-Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Federal Executive Council will guarantee that the total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the commercial debts composing the Rescheduled Commercial Debts will be paid in accordance with the following schedule:

(a) Ten per cent (10%) on the original due date (However, the amount having fallen due and not paid at the date of this Note will be paid as soon as possible, and

Spoštovani,

Cast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznim izvršnim svetom Skupščine, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 24. maja 1985. Nadalje imam čas potrditi naslednji sporazum, sprejet med omenjenimi pogajanjimi:

1. (1) Ta dogovor se nanaša na skupni znesek glavnice komercialnih dolgov z dobo odplačevanja nad enim letom, ki so bili pogodbeno dogovorjeni pred 2. decembrom 1982 med zadevnimi dolžniki v Socialistični federativni republiki Jugoslaviji (v nadaljevanju "dolžniki") z ene strani in zadevnimi upniki iz Japonske (v nadaljevanju "upniki") z druge strani, ki jih je zavarovala Vlada Japonske in ki so zapadli ali zapadejo v vračilo v času od vključno 1. januarja 1985 do vključno 15. maja 1986 (v nadaljevanju "reprogramirani komercialni dolgovi").

(2) Reprogramirani komercialni dolgovi so sestavljeni iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na štiri milijone tristo tisoč stosedeminideset ameriških dolarjev in šestinpetdeset centov (4,300.137,56 USD) za pogodbeno dogovorjene komercialne dolgove v ameriških dolarjih in pet milijard petsto šestinpetdeset milijonov šeststo sedemdeset tisoč osemsto devetintrideset japonskih jenov (5,556,667,839 YEN) za pogodbeno dogovorjene komercialne dolgove v japonskih jenih.

(3) Skupni znesek iz prejšnjega (2) pododstavka se lahko spremeni, če se o tem dogovorita zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet), in sicer po končani verifikaciji, ki jo morata izvršiti zadevna organa Vlade Japonske in Zveznega izvršnega sveta.

2. (1) Vlada Japonske bo preko Jugobanke – Udružene banke, Beograd (v nadaljevanju Jugobanka) prejela obvestilo o znesku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v naslednjem (4) pododstavku (v nadaljevanju program odplačil).

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, označeni v zadevnih pogodbah, v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnavo reprogramiranih komercialnih dolgov.

(4) Vsak komercialni dolg, ki je del reprogramiranih komercialnih dolgov, bo poplačan po naslednji dinamiki odplačil:

a) deset odstotkov (10%) na prvotni datum zapadlosti (vendar pa bo znesek, ki je zapadel in ni bil plačan na dan te note, plačan čimprej, in v vsakem primeru v roku

in any case within three (3) months from the date of this Note).

(b) Ninety per cent (90 %) in ten (10) equal semi-annual installments beginning on 1 March, 1990.

3. (1) The Federal executive Council will guarantee that the interest to be calculated as described in subparagraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka on 1 March and 1 September of each year to the extent that they have not been settled. The first payment of the interest will be made on 1 March, 1986.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be nine point twenty-five per cent (9.25 %) per annum for the commercial debts contracted in United States dollars and seven point five per cent (7.5 %) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (1) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate, within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective at the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialists Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

Tamio Amau, (s)  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal Republic  
of Yugoslavia

treh (3) mesecev od datuma te note).

b) Devetdeset odstotkov (90 %) v desetih (10) enakih polletnih obrokih, začenši s 1. marcem 1990.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj; izplačane upnikom preko Jugobanke 1. marca in 1. septembra vsako leto, v kolikor niso bile že poravnane. Prvo plačilo obresti se izvrši 1. marca 1986.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, znaša devet celih petindvajset odstotkov (9,25 %) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in sedem celih pet odstotkov (7,5 %) letno za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnane dolga z zmnožkom številā dni, v katerih dolg ni bil poravnан, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinšestdeset (365). Ponazoritev take metode izračunavanja je v obliki številčne formule podana v prilogi k tej noti.

(3) Plačane obresti bodo oproščene vseh davkov in dajatev Socialistične federativne republike Jugoslavije.

4. Plačilo zadevnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnih bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji zato poravnano zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet, v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republiki Jugoslaviji, omogočil poravnavo takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dani upnikom tretjih držav.

8. Ta sporazum bo začel veljati na dan, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hváležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili navedeni dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Tamio Amau, (s)  
Izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

## ANNEX

Numerical formula of the method of calculation of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

- A: The amount of the debt unsettled  
 I: The amount of interest  
 D: The number of the days the debt has not been settled  
 R: The rate of interest (per annum)

## (NOTE)

(1) With respect to the first payment of the interest (1 March, 1986), D is equal to the number of the days from each original due date of the debt to 28 February, 1986 (including both dates).

(2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (including both dates).

Ambassy of Japan  
Belgrade

Belgrade, December 5, 1985

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 24 May, 1985. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The amount of debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") will be one billion one hundred and fifty-five million yen (Y 1,155,000,000). The Rescheduled Debts consist of such debts owed by the National Bank of Yugoslavia to the Bank as having fallen or falling due between 1 January, 1985 and 15 May, 1986, both dates inclusive, under the Loan agreement concluded on 28 July, 1972 between them. The breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) Modifications may be made to the amount referred to in sub-paragraph (1) above and the List attached hereto by the agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

## PRILOGA

Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

- A: znesek neporavnane dolga  
 I: znesek obresti  
 D: število dni, v katerih dolg ni bil poravnан  
 R: (letna) obrestna mera

## (OPOMBA)

(1) Za prvo plačilo obresti (1. marec 1986) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 28. februarja 1986 (vključno z obema datumoma).

(2) Za nadaljnja plačila obresti po prvem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Veleposlaništvo Japonske  
v Beogradu

Beograd, 5. december 1985

Spoštovani,

Cast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznim izvršnim svetom Skupščine, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 24. maja 1985. Nadalje imam čast potrditi naslednji sporazum, sprejet med omenjenimi pogajanjami:

1. Ukrep za lažje odplačilo dolga v obliki reprogramiranja bo sprejela Export-Import banka Japonske (v nadaljevanju "Banka") v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Znesek dolgov, ki bodo reprogramirani (v nadaljevanju "reprogramirani dolgovi"), bo znašal eno milijardo sto petinpetdeset milijonov jenov (1,155,000.000 YEN). Reprogramirani dolgovi sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo med vključno 1. januarjem 1985 in vključno 15. majem 1986 v okviru kreditnega sporazuma, ki sta ga sklenili 28. julija 1972. Specifikacija reprogramiranih dolgov je podana v priloženem seznamu.

(2) V zgornjem (1) pododstavku navedeni znesek in priloženi seznam se lahko spremenita, če se o tem dogovorita zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v dogovoru o reprogramiranju, ki ga morata skleniti Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

(1) Each of the debts composing the Rescheduled Debts will be paid in accordance with the following schedule:

(a) Ten per cent (10%) on the original due date (However, the amount having fallen due and not paid at the date of this Note will be paid as soon as possible, and in any case within two (2) months from the date of this Note).

(b) Ninety per cent (90%) in ten (10) equal semi-annual installments beginning on 1 March, 1990.

(2) The rate of interest on the Rescheduled Debts will be five point seventy-five per cent (5.75%) per annum beginning respectively from the original due dates.

4. The present arrangement will become effective at the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to extend to you the assurances of my high consideration.

Tamio Amau, (s)

Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal Republic  
of Yugoslavia

Mr. Cvitan Dujmović  
Assistant Federal  
Secretary for Finance

#### List

Particulars of Debt	Original Due Date	Amount (in Yen)
The principal payable under the Loan Agreement concluded on 28 July, 1972 between the National Bank of Yugoslavia and the Bank on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972.	25. Feb., 1985 25. Aug., 1985 25. Feb., 1986	385,000,000 385,000,000 385,000,000
Total:		1,155,000,000

Belgrade, December 5, 1985

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the

(1) Vsak dolg, ki predstavlja del reprogramiranih dolgov, bo plačan v skladu z naslednjo dinamiko:

a) deset odstotkov (10%) na prvoten datum zapadlosti (vendar pa bo znesek, ki je zapadel in ni bil plačan na dan te note, plačan čimprej in v vsakem primeru v roku dveh (2) mesecev od datuma te note).

b) Devetdeset odstotkov (90%) v desetih (10) enakih polletnih obrokih, začenši s 1. marcem 1990.

(2) Obrestna mera za reprogramirane dolgove bo znašala pet celih petinsedemdeset odstotkov (5,75%) letno in se začne obračunavati vsakokrat na prvotni datum zapadlosti.

4. Ta dogovor bo začel veljati na dan, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili ta dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Tamio Amau I.r.

Izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

g. Cvitan Dujmović  
Pomočnik zveznega sekretarja za finance

#### Seznam

Podatki o dolgu	Prvoten datum zapadlosti	Znesek (v jenih)
Glavnica plačljiva po kreditnem sporazumu, sklenjenem 28. julija 1972 med Narodno banko Jugoslavije in Banko o podaljšanju posojila v jenih v skladu z izmenjanima notama med vladama Japonske in Socialistične federativne republike Jugoslavije dne 14. julija 1972	25. feb. 1985 25. avg. 1985 25. feb. 1986	385,000,000 385,000,000 385,000,000
Skupaj		1,155,000,000

Beograd, 5. decembra 1985

Ekscelencia,

Čast imam potrditi prejem vaše note z današnjim datumom, ki se glasi, kot sledi:

"Čast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznim izvršnim svetom Skupščine, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike

consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 24 May 1985. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangement will apply to the total amount of the principal of commercial debts with a repayment period of more than one year, contracted before 2 December 1982, between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, as having fallen or falling due between 1 January, 1985 and 15 May, 1986, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at four million three hundred thousand one hundred and thirty-seven United States dollars and fifty-six cents (US \$ 4,300,137.56) for the commercial debts contracted in United States dollars and five billion five hundred fifty-six million six hundred sixty-seven thousand eight hundred and thirty-nine Japanese yen (Y 5,556,667,839) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council"), after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

2. (1) The Government of Japan will receive the notification through Jugobanka-Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Federal Executive Council will guarantee that the total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the commercial debts composing the Rescheduled Commercial Debts will be paid in accordance with the following schedule:

(a) Ten per cent (10%) on the original due date (However, the amount having fallen due and not paid at the date of this Note will be paid as soon as possible, and in any case within three (3) months from the date of this Note).

(b) Ninety per cent (90%) in ten (10) equal semi-annual installments beginning on 1 March, 1990.

3. (1) The Federal executive Council will guarantee that the interest to be calculated as described in subparagraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka on

Jugoslavije in vladami zadevnih držav upnic v Parizu 24. maja 1985. Nadalje imam čast potrditi naslednji sporazum, sprejet med omenjenimi pogojanji:

1. (1) Ta dogovor se nanaša na skupni znesek glavnice komercialnih dolgov z dobo odplačevanja nad enim letom, ki so bili pogodbeno dogovorjeni pred 2. decembrom 1982 med zadevnimi dolžniki v Socialistični federativni republiki Jugoslaviji (v nadaljevanju "dolžniki") z ene strani in zadevnimi upniki iz Japonske (v nadaljevanju "upniki") z druge strani, ki jih je zavarovala Vlada Japonske in ki so zapadli ali zapadejo v vračilo v času od vključno 1. januarja 1985 do vključno 15. maja 1986 (v nadaljevanju "reprogramirani komercialni dolgovi").

(2) Reprogramirani komercialni dolgovi so sestavljeni iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na štiri milijone tristo tisoč stosedemtrideset ameriških dolarjev in šestinpetdeset centov (4,300.137,56 USD) za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in pet milijard petsto šestinpetdeset milijonov šeststo sedemšestdeset tisoč osemsto devetintrideset japonskih jenov (5,556,667,839 YEN) za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

(3) Skupni znesek iz prejšnjega (2) pododstavka se lahko spremeni, če se o tem dogovorita zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet), in sicer po končani verifikaciji, ki jo morata izvršiti zadevna organa Vlade Japonske in Zveznega izvršnega sveta.

2. (1) Vlada Japonske bo preko Jugobanke – Udružene banke, Beograd (v nadaljevanju Jugobanka) prejela obvestilo o znesku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v naslednjem (4) pododstavku (v nadaljevanju program odplačil).

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, označeni v zadevnih pogodbah, v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnavo reprogramiranih komercialnih dolgov.

(4) Vsak komercialni dolg, ki je del reprogramiranih komercialnih dolgov, bo poplačan po naslednji dinamiki odplačil:

a) deset odstotkov (10%) na prvoten datum zapadlosti (vendar pa bo znesek, ki je zapadel in ni bil plačan na dan te note, plačan čimprej ali v vsakem primeru v roku treh (3) mesecev od datuma te note).

b) Devetdeset odstotkov (90%) v desetih (10) enakih polletnih obrokih, začenši s 1. marcem 1990.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj, izplačane upnikom preko Jugobanke 1. marca in

1 March and 1 September of each year to the extent that they have not been settled. The first payment of the interest will be made on 1 March, 1986.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be nine point twenty-five per cent (9.25 %) per annum for the commercial debts contracted in United States dollars and seven point five per cent (7.5 %) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (1) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate, within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective at the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialists' Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Cvitan Dujmović, (s)  
Assistant Federal  
Secretary for Finance

1. septembra vsako leto, v kolikor niso bile že poravnane. Prvo plačilo obresti se izvrši 1. marca 1986.

(2) a) Obrestna mera za reprogramirane komercialne dolgove, ki se uporablja pri programu odplačil, znaša devet celih petindvajset odstotkov (9,25 %) letno za pogodbeno dogovorjene komercialne dolgove v ameriških dolarjih in sedem celih pet odstotkov (7,5 %) letno za pogodbeno dogovorjene komercialne dolgove v japonskih jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnane dolga z zmožkom števila dni, v katerih dolg ni bil poravnan, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinšestdeset (365). Ponazoritev take metode izračunavanja je v obliki številčne formule podana v prilogi k tej noti.

(3) Plačane obresti bodo oproščene vseh davkov in dajatev Socialistične federativne republike Jugoslavije.

4. Plačilo zadevnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji za poravnavo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republikni Jugoslaviji in skladno z zadevnimi dogovori omogočil poravnavo takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dani upnikom tretjih držav.

8. Ta dogovor bo začel veljati na dan, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili navedeni dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje."

Nadalje imam čast, da v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdim dogovor, kot je naveden v noti Vaše Ekscelence.

Ob tej priložnosti izražam Vaši Ekscelenci svoje odlično spoštovanje.

Cvitan Dujmović l.r.  
Pomočnik zveznega sekretarja za finance

## ANNEX

Numerical formula of the method of calculation of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

- A: The amount of the debt unsettled
- I: The amount of interest
- D: The number of the days the debt has not been settled
- R: The rate of interest (per annum)

## (NOTE)

- (1) With respect to the first payment of the interest (1 March, 1986), D is equal to the number of the days from each original due date of the debt to 28 February, 1986 (including both dates).
- (2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (including both dates).

Belgrade, December 5, 1985

Excellency,  
I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 24 May, 1985. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The amount of debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") will be one billion one hundred and fifty-five million yen (Y 1,155,000,000). The Rescheduled Debts consist of such debts owed by the National Bank of Yugoslavia to the Bank as having fallen or falling due between 1 January, 1985 and 15 May, 1986, both dates inclusive, under the Loan agreement concluded on 28 July, 1972 between them. The breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) Modifications may be made to the amount referred to in sub-paragraph (1) above and the List attached hereto by the agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

## PRILOGA

Številčna formula za način izračuniavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

- A: znesek neporavnane dolga
- I: znesek obresti
- D: število dni, v katerih dolg ni bil poravnan
- R: (letna) obrestna mera

## (OPOMBA)

- (1) Za prvo plačilo obresti (1. marec 1986) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 28. februarja 1986 (vključno z obema datumoma).
- (2) Za nadaljnja plačila obresti po prvem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Beograd, 5. decembra 1985

## Ekscelencia,

Čast imam potrditi prejem vaše note z današnjim datumom, ki se glasi, kot sledi:

"Čast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznim izvršnim svetom Skupščine, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 24. maja 1985. Nadalje imam čast potrditi naslednji sporazum, sprejet med omenjenimi pogojnimi:

1. Ukrep za lažje odplačilo dolga v obliki reprogramiranja bo sprejela Export-Import banka Japonske (v nadaljevanju "Banka") v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Znesek dolgov, ki bodo reprogramirani (v nadaljevanju "reprogramirani dolgorvi"), bo znašal eno milijardo sto petinpetdeset milijonov jenov (1,155,000.000 YEN). Reprogramirani dolgorvi sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo med vključno 1. januarjem 1985 in vključno 15. majem 1986 v okviru kreditnega sporazuma, ki sta ga sklenili 28. julija 1972. Specifikacija reprogramiranih dolgov je podana v priloženem seznamu.

(2) V zgornjem (1) pododstavku navedeni znesek in priloženi seznam se lahko spremeni, če se o tem dogovorita zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v dogovoru o reprogramiraju, ki ga morata skleniti Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

(1) Each of the debts composing the Rescheduled Debts will be paid in accordance with the following schedule:

(a) Ten per cent (10%) on the original due date (However, the amount having fallen due and not paid at the date of this Note will be paid as soon as possible, and in any case within two (2) months from the date of this Note).

(b) Ninety per cent (90%) in ten (10) equal semi-annual installments beginning on 1 March, 1990.

(2) The rate of interest on the Rescheduled Debts will be five point seventy-five per cent (5.75%) per annum beginning respectively from the original due dates.

4. The present arrangement will become effective at the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to extend to you the assurances of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Cvitan Dujmović, (s)  
Assistant Federal  
Secretary for Finance

Tamio Amau  
Ambasador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal  
Republic of Yugoslavia

(1) Vsak dolg, ki predstavlja del reprogramiranih dolgov, bo plačan s skladu z naslednjo dinamiko:

a) deset odstotkov (10 %) na prvoten datum zapadlosti (vendar pa bo znesek, ki je zapadel in ni bil plačan na dan te note, plačan čimprej in v vsakem primeru v roku dveh (2) mesecev od datuma te note).

b) Devetdeset odstotkov (90 %) v desetih (10) enakih polletnih obrokih, začenši s 1. marcem 1990.

(2) Obrestna mera za reprogramirane dolbove bo znašala pet celih petinsedemdeset odstotkov (5,75 %) letno in se začne obračunavati vsakokrat na prvotni datum zapadlosti.

4. Ta dogovor bo začel veljati na dan, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili ta dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje."

Nadalje imam čast, da v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdim dogovor, kot je naveden v noti Vaše Ekscelence.

Ob tej priložnosti Vaši Ekscelenci izražam svoje globoko spoštovanje.

Cvitan Dujmović I. r.  
Pomočnik zveznega  
sekretarja za  
finance

Tamio Amau  
Izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

### List

Particulars of Debt	Original Due Date	Amount (in Yen)
The principal payable under the Loan Agreement concluded on 28 July, 1972 between the National Bank of Yugoslavia and the Bank on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972.	25. Feb., 1985 25. Aug., 1985 25. Feb., 1986	385,000,000 385,000,000 385,000,000
Total:		1,155,000,000

### Seznam

Podatki o dolgu	Prvoten datum zapadlosti	Znesek (v jenih)
Glavnica plačljiva po kreditnem sporazumu, sklenjenem 28. julija 1972 med Narodno banko Jugoslavije in Banko o podaljšanju posojila v jenih v skladu z izmenjanima notama med vladama Japonske in Socialistične federativne republike Jugoslavije dne 14. julija 1972	25. feb. 1985 25. avg. 1985 25. feb. 1986	385,000,000 385,000,000 385,000,000
Skupaj		1,155,000,000

Belgrade, March 20, 1987

Sir,

I have the honour to refer to the recent negotiation between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 May, 1986. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The amount of debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") will be seven hundred and seventy million yen (Y 770,000,000). The Rescheduled Debts consist of such debts owed by the National Bank of Yugoslavia to the Bank as having fallen or falling due between 16 May, 1986 and 15 May, 1987, both dates inclusive, under the loan agreement concluded on 28 July, 1972 between them. The breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) Modifications may be made to the amount referred to in sub-paragraph (1) above and the List attached hereto by agreement between the authorities concerned of the Governments of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

(1) Each of the debts composing the Rescheduled Debts will be paid in accordance with the following schedule:

(a) Fifteen per cent (15 %) on the original due date (However, the amount having fallen due and not paid at the date of this Note will be paid as soon as possible, and in any case within two (2) months from the date of this Note).

(b) Eighty-five per cent (85 %) in ten (10) equal semi-annual installments beginning on 30 April, 1991.

(2) The rate of interest on the Rescheduled Debts will be five and five eighths per cent (5.625 %) per annum beginning respectively from the original due dates.

4. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

Beograd, 20. marca 1987

Spoštovani,

imam čast, da se sklicujem na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so temeljila na sklepih, doseženih med posvetovanji predstavnikov Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vlad upnikov, ki so bila v Parizu 13. maja 1986. V čast mi je tudi potrditi naslednji sporazum, ki je bil dosežen med omenjenimi pogajanjami:

1. Export-import banka Japonske (v nadaljevanju Banka) bo sprejela ukrep za olajšavo vračila dolga v obliki reprogramiranja v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Znesek dolgov, ki bodo reprogramirani (v nadaljevanju reprogramirani dolgo) bo znašal sedemsto sedemdeset milijonov jenov (770,000,000 YEN). Reprogramirani dolgo v sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo v času med 16. majem 1986 in 15. majem 1987, vključno z obema datumoma, v okviru sporazuma o posojilu, ki sta ga banki sklenili 28. julija 1972. Specifikacija reprogramiranih dolgov je prikazana v priloženem Seznamu.

(2) Znesek, naveden v prvem pododstavku zgoraj, in priloženi Seznam se lahko spremeni, če se tako dogovorijo zadevni organi Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v sporazumu o reprogramiranju, ki ga bosta sklenili Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

(1) Vsak izmed dolgov, ki je sestavni del reprogramiranih dolgov, bo plačan po naslednji dinamiki:

(a) Petnajst odstotkov (15 %) na prvotni datum zapadlosti (vendar pa bo znesek, ki je zapadel in ni bil plačan na dan te note, plačan čim prej in v vsakem primeru v roku dveh (2) mesecev od datuma te note).

(b) Petinosemdeset odstotkov (85 %) v desetih (10) enakih polletnih obrokih, začenši s 30. aprilom 1991.

(2) Obrestna mera za reprogramirane dolgove bo znašala pet in pet osmin odstotka (5,625 %) letno, začenši s posameznim datumom zapadlosti.

4. Ta sporazum bo pričel veljati z dnem, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije izpolnil vse potrebne notranje postopke za začetek veljavnosti takega sporazuma.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili ta sporazum.

I avail myself of this opportunity to extend to you the assurance of my high consideration.

Hirohiko Otsuka, (s)  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal  
Republic of Yugoslavia

Mr. Boris Škapin  
Assistant Federal  
Secretary for Finance

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Hirohiko Otsuka l. r.  
izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

g. Boris Škapin  
pomočnik zveznega  
sekretarja za finance

List		
Particulars of Debt	Original Due Date	Amount (in Yen)
The principal payable under the Loan Agreement concluded on 28 July, 1972 between the National Bank of Yugoslavia and the Bank on the extent of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972.	25 Aug., 1986	385,000,000
	25 Feb., 1987	385,000,000
Total:		770,000,000

Seznam		
Podatki o dolgu	Prvotni datum zapadlosti	Znesek v jenih
Glavnica, plačljiva v skladu s Sporazumom o posojilu, sklenjenim 28. julija 1972 med Narodno banko Jugoslavije in Banko o podaljšanju posojila v jenih, v skladu z notama, izmenjanima med Vladama Japonske in Socialistične federativne republike Jugoslavije 14. julija 1972.	25. avgust 1986	385,000.000
Jugoslavije	25. februar 1987	385,000.000
Skupaj:		770,000.000

Belgrade, March 20, 1987

Beograd, 20. marec 1987

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiation between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 May, 1986. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The amount of debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") will be seven hundred and seventy million yen (Y 770,000,000). The Rescheduled Debts consist of such debts owed by the National Bank of Yugoslavia to the Bank as having fallen or falling due between 16 May, 1986 and 15 May, 1987, both dates inclusive, under the loan agreement concluded on 28 July, 1972 between them. The breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) Modifications may be made to the amount referred to in sub-paragraph (1) above and the List attached hereto by agreement between the authorities concerned of the Governments of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

Ekscelanca,

čast imam potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi:

"Čast imam, da se sklicujem na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so temeljila na sklepih, doseženih med posvetovanimi predstavnikov Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vlad upnikov, ki so bila v Parizu 13. maja 1986. V čast mi je tudi potrditi naslednji sporazum, ki je bil dosežen med omenjenimi pogajanji:

1. Export-import banka Japonske (v nadaljevanju Banka) bo sprejela ukrep za olajšavo vračila dolga v obliki reprogramiranja v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Znesek dolgov, ki bodo reprogramirani (v nadaljevanju reprogramirani dolgo) bo znašal sedemsto sedemdeset milijonov jenov (770,000,000 YEN). Reprogramirani dolgo sestoji iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo v času med 16. majem 1986 in 15. majem 1987, vključno z obema datumoma, v okviru sporazuma o posojilu, ki sta ga banki sklenili 28. julija 1972. Specifikacija reprogramiranih dolgov je prikazana v priloženem Seznamu.

(2) Znesek, naveden v prvem pododstavku zgoraj, in priloženi Seznam se lahko spremeni, če se tako dogovorijo zadevni organi Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, *inter alia*, the following principles:

(1) Each of the debts composing the Rescheduled Debts will be paid in accordance with the following schedule:

(a) Fifteen per cent (15 %) on the original due date (However, the amount having fallen due and not paid at the date of this Note will be paid as soon as possible, and in any case within two (2) months from the date of this Note).

(b) Eighty-five per cent (85 %) in ten (10) equal semi-annual installments beginning on 30 April, 1991.

(2) The rate of interest on the Rescheduled Debts will be five and five eighths per cent (5.625 %) per annum beginning respectively from the original due dates.

4. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to extend to you the assurance of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to extend to you the assurance of my high consideration.

Boris Škapin, (s)  
Assistant Federal  
Secretary for Finance

Hirohiko Otsuka  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal  
Republic of Yugoslavia

3. Pogoji reprogramiranja bodo določeni v sporazumu o reprogramiraju, ki ga bosta sklenili Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

(1) Vsak izmed dolgov, ki je sestavni del reprogramiranih dolgov, bo plačan po naslednji dinamiki:

(a) Petnajst odstotkov (15 %) na prvotni datum zapadlosti (vendar pa bo znesek, ki je zgodel in ni bil plačan na dan te note, plačan čim prej in v vsakem primeru v roku dveh (2) mesecev od datuma te note).

(b) Petinosemdeset odstotkov (85 %) v desetih (10) enakih polletnih obrokih, začenši s 30. apriloni 1991.

(2) Obrestna mera za reprogramirane dolbove bo znašala pet in pet osmin odstotka (5.625 %) letno, začenši s posameznim datumom zapadlosti.

4. Ta sporazum bo pričel veljati z dnem, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije izpolnil vse potrebne notranje postopke za začetek veljavnosti takega sporazuma.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili ta sporazum.

Ob tej priložnosti vam izražam svoje globoko spoštovanje."

Nadalje imam čast, da v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdim sporazum, kot je naveden v noti Vaše Ekscelence.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Boris Škapin I. r.  
pomočnik zveznega  
sekretarja za finance

Hirohiko Otsuka  
izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

### List

Particulars of Debt	Original Due Date	Amount (in Yen)
The principal payable under the Loan Agreement concluded on 28 July, 1972 between the National Bank of Yugoslavia and the Bank on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972.	25 Aug., 1986	385,000,000
	25 Feb., 1987	385,000,000
Total:		770,000,000

### Seznam

Podatki o dolgu	Prvotni datum zapadlosti	Znesek v jenih
Glavnica, plačljiva v skladu s Sporazumom o posojilu, sklenjenim 28. julija 1972 med Narodno banko Jugoslavije in Banko o podaljšanju posojila v jenih, v skladu z notama, izmenjanima med Vladama Japonske in Socialistične federativne republike Jugoslavije dne 14. julija 1972.	25. avgust 1986	385,000.000
Skupaj:		770,000.000

Belgrade, March 20, 1987

Beograd, 20. marec 1987

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 May 1986. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

(1) (1) The present arrangement will apply to the total amount of the principal of commercial debts with a repayment period of more than one year, contracted before 2 December, 1982, between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, as having fallen or falling due between 16 May, 1986 and 15 May, 1987, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at three million five hundred and sixty-four thousand seven hundred and ninety-four United States dollars and ninety-four cents (US \$ 3,564,794.94) for the commercial debts contracted in United States dollars and four billion fifteen million seven hundred and twenty-seven thousand and thirty Japanese yen (Y 4,015,727,030) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council"), after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

(2) (1) The Government of Japan will receive the notification through Jugobanka-Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme")

(2) The Federal Executive Council will guarantee that the total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the commercial debts composing the Rescheduled Commercial Debts will be paid in accordance with the following schedule:

Spoštovani,

imam čast, da se sklicujem na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so temeljila na sklepih, doseženih med posvetovanji predstavnikov Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vlad upnikov, ki so bila v Parizu 13. maja 1986. V čast mi je tudi potrditi naslednji sporazum, ki je bil dosežen med omenjenimi pogajanjami:

1. (1) Ta sporazum se bo uporabljal za skupni znesek glavnice komercialnih dolgov z odpalčilno dobo več kot eno leto, ki so bili pogodbeno dogovorjeni pred 2. decembrom 1982 med zadevnimi dolžniki iz Socialistične federativne republike Jugoslavije (v nadaljevanju dolžniki) na eni strani in zadevnimi upniki iz Japonske (v nadaljevanju upniki) na drugi strani, ki jih je zavarovala Vlada Japonske, in ki so zapadli ali zapadejo v vračilo v obdobju od 16. maja 1986 do 15. maja 1987, vključno z obema datumoma (v nadaljevanju: reprogramirani komercialni dolgovi).

(2) Reprogramirani komercialni dolgovi sestojijo iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na tri milijone petsto štiriinšestdeset tisoč sedemsto štiriindvetdeset ameriških dolarjev in štiriindvetdeset centov (3,564,794.94 USD) za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih ter štiri milijarde petnajst milijonov sedemsto sedemindvajset tisoč trideset japonskih jenov (4,015,727,030 YEN) za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

(3) Skupni zneski iz zgoraj omenjenega pododstavka (2) se lahko spremenijo, če se o tem sporazuma zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine socialistične federativne republike Jugoslavije (v nadaljevanju: Zvezni izvršni svet), potem ko ga bosta Vlada Japonske in Zvezni izvršni svet dokončno verificirala.

2. (1) Vlada Japonske bo preko Jugobanke – Udružene banke Beograd (v nadaljevanju: Jugobanka) prejeta obvestilo o znesku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v pododstavku (4) spodaj (v nadaljevanju: program odplačil).

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, določeni v zadevnih pogodbah v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnavo reprogramiranih komercialnih dolgov.

(4) Vsak komercialni dolg, ki je del reprogramiranih komercialnih dolgov, bo poplačan po naslednji dinamiki:

(a) Fifteen per cent (15 %) on the original due date (However, the amount having fallen due and not paid at the date of this Note will be paid as soon as possible, and in any case within three (3) months from the date of this Note).

(b) Eighty-five per cent (85 %) in ten (10) equal semi-annual installments beginning on 30 April, 1991.

3. (1) The Federal Executive Council will guarantee that the interest to be calculated as described in subparagraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka on 30 April and 31 October of each year to the extent that they have not been settled. The first payment of the interest will be made on 31 October, 1987.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be seven point four per cent (7.4 %) per annum for the commercial debts contracted in United States dollars and six point six per cent (6.6 %) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate, within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

a) Petnajst odstotkov (15 %) na prvotni datum zapadlosti (vendar pa bo znesek, ki je zapadel in ni bil plačan na dan te note, plačan čim prej in v vsakem primeru v roku treh (3) mesecev od datuma te note).

b) Petinosemdeset odstotkov (85 %) v desetih (10) enakih polletnih obrokih, začenši s 30. aprilom 1991.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj, izplačane upnikom preko Jugobanke 30. aprila in 31. oktobra vsako leto, v kolikor niso bile že poravnane. Prvo plačilo obresti se izvrši 31. oktobra 1987.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, znaša sedem celih štiri odstotke (7,4 %) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in šest celih šest odstotkov (6,6 %) letno za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnane dolga z zmnožkom števila dni, v katerih dolg ni bil poravnан, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinosemdeset (365). Ponazoritev take metode izračunavanja je v obliki številčne formule podana v prilogi k tej noti.

(3) Plačane obresti bodo oprošcene vseh davkov in dajatev Socialistične federativne republike Jugoslavije.

4. Plačilo zadevnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnih bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji za poravnavo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet, v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republikni Jugoslaviji, omogočil poravnavo takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vraćanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dani upnikom tretjih držav.

8. Ta sporazum bo pričel veljati z dnem, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine federativne republike Jugoslavije potrdili navedeni sporazum.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

Hirohiko Otsuka, (s)  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal  
Republic of Yugoslavia

Mr. Boris Škapin  
Assistant Federal  
Secretary for Finance

## ANNEX

Numerical formula of the method of calculation of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

I: The amount of interest

A: The amount of the debt unsettled

D: The number of the days the debt has not been settled

R: The rate of interest (per annum)

## (NOTE)

(1) With respect to the first payment of the interest (31 October, 1987), D is equal to the number of the days from each original due date of debt to 30 October, 1987 (including both dates).

(2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (including both dates).

Belgrade, March 20, 1987

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 May 1986. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangement will apply to the total amount of the principal of commercial debts with a repayment period of more than one year, contracted before 2 December, 1982, between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, as having fallen or falling due between 16 May, 1986 and 15 May, 1987, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts").

Ob tej priložnosti vam izražam svoje globoko spoščovanje.

Hirohiko Otsuka I. r.  
izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

Boris Škapin  
pomočnik zveznega  
sekretarja za finance

## PRILOGA

Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

I: znesek obresti

A: znesek neporavnane dolga

D: število dni, v katerih dolg ni bil poravnан

R: (letna) obrestna mera

## (OPOMBA)

(1) Za prvo plačilo obresti (31. oktober 1987) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 30. oktobra 1987 (vključno z obema datumoma).

(2) Za nadaljnja plačila obresti po prvem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Beograd, 20. marec 1987

Ekscelencia,

čast ima potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi:

"Imam čast, da se sklicujem na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so temeljila na sklepih, doseženih med posvetovanji predstavnikov Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vlad upnikov, ki so bila v Parizu 13. maja 1986. V čast mi je tudi potrditi naslednji sporazum, ki je bil dosežen med omenjenimi pogajanjami:

1. (1) Ta sporazum se bo uporabljal za skupni znesek glavnice komercialnih dolgov z odpadljino dobo več kot eno leto, ki so bili pogodbeno dogovorjeni pred 2. decembrom 1982 med zadevnimi dolžniki v Socialistični federativni republikni Jugoslaviji (v nadaljevanju dolžniki) na eni strani in zadevnimi upniki iz Japonske (v nadaljevanju upniki) na drugi strani, ki jih je zavarovala Vlada Japonske, in ki so zapadli ali zapadejo v vračilo v obdobju od 16. maja 1986 do 15. maja 1987, vključno z obema datumoma (v nadaljevanju: reprogramirani komercialni dolgovi).

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at three million five hundred and sixty-four thousand seven hundred and ninety-four United States dollars and ninety-four cents (US \$ 3,564,794.94) for the commercial debts contracted in United States dollars and four billion fifteen million seven hundred and twenty-seven thousand and thirty Japanese yen (Y 4,015,727,030) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council"), after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

2. (1) The Government of Japan will receive the notification through Jugobanka-Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme")

(2) The Federal Executive Council will guarantee that the total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the commercial debts composing the Rescheduled Commercial Debts will be paid in accordance with the following schedule:

(a) Fifteen per cent (15 %) on the original due date ( However, the amount having fallen due and not paid at the date of this Note will be paid as soon as possible, and in any case within three (3) months from the date of this Note).

(b) Eighty-five per cent (85 %) in ten (10) equal semi-annual installments beginning on 30 April, 1991.

3. (1) The Federal Executive Council will guarantee that the interest to be calculated as described in subparagraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka on 30 April and 31 October of each year to the extent that they have not been settled. The first payment of the interest will be made on 31 October, 1987.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be seven point four per cent (7.4 %) per annum for the commercial debts contracted in United States dollars and six point six per cent (6.6 %) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(2) Reprogramirani komercialni dolgovi sestojijo iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na tri milijone petsto štiriinšestdeset tisoč sedemsto štiriindeveta deset ameriških dolarjev in štiriindeveta deset centov (3,564,794.94 USD) za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih ter štiri milijarde petnajst milijonov sedemsto sedemindvajset tisoč trideset japonskih jenov (4,015,727,030 YEN) za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

(3) Skupni zneski iz zgoraj omenjenega pododstavka (2) se lahko spremenijo, če se o tem sporazumeta zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet), potem ko ga bosta Vlada Japonske in Zvezni izvršni svet dokončno verificirala.

2. (1) Vlada Japonske bo preko Jugobanke – Udružene banke Beograd (v nadaljevanju Jugobanka) prejela obvestilo o znesku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v pododstavku (4) spodaj (v nadaljevanju program odplačil).

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, določeni v zadevnih pogodbah v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonske, sprejeti možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnavo reprogramiranih komercialnih dolgov.

(4) Vsak komercialni dolg, ki je del reprogramiranih komercialnih dolgov, bo poplačan po naslednji dinamiki:

a) Petnajst odstotkov (15 %) na prvotni datum zapadlosti (vendar pa bo znesek, ki je zapadel in ni bil plačan na dan te note, plačan čim prej in v vsakem primeru v roku treh (3) mesecev od datuma te note).

b) Petinosemdeset odstotkov (85 %) v desetih (10) enakih polletnih obrokih, začenši s 30. aprilom 1991.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj, izplačane upnikom preko Jugobanke 30. aprila in 31. oktobra vsako leto, v kolikor niso bile že poravnane. Prvo plačilo obresti se izvrši 31. oktobra 1987.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, znaša sedem celih štiri odstotke (7.4 %) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in šest celih šest odstotkov (6.6 %) letno za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnanega dolga z zmnožkom števila dni, v katerih dolg ni bil poravnан, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinšestdeset (365). Ponazoritev take metode izračunavanja je v obliki številčne formule podana v prilogi k tej noti.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate, within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Boris Škapin I. r.  
Asistant Federal  
Secretary for Finance

Hirohiko Otsuka  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal  
Republic of Yugoslavia

#### ANNEX

Numerical formula of the method of calculation of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

- I: The amount of interest
- A: The amount of the debt unsettled
- D: The number of the days the debt has not been settled
- R: The rate of interest (per annum)

(3) Plačane obresti bodo oproščene vseh davkov in dajatev Socialistične federativne republike Jugoslavije.

4. Plačilo zadevnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnih bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji za poravnavo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet, v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republiki Jugoslaviji, omogočil poravnava takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbene ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dani upnikom tretjih držav.

8. Ta sporazum bo pričel veljati z dnem, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine federativne republike Jugoslavije potrdili navedeni sporazum.

Ob tej priložnosti vam izražam svoje globoko spoštovanje."

Nadalje imam čast, da v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdim sporazum, kot je naveden v noti Vaše Ekscelence.

Ob tej priložnosti izražam Vaši Ekscelenci svoje globoko spoštovanje.

Boris Škapin I. r.  
Pomočnik zveznega sekretarja za finance

Hirohiko Otsuka  
Izredni in pooblaščeni  
veleposlanik Japonske  
v Socialistični federativni  
republiki Jugoslaviji

#### PRILOGA

Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

- I: znesek obresti
- A: znesek neporavnane dolga
- D: število dni, v katerih dolg ni bil poravnан
- R: (letna) obrestna mera

## (NOTE)

(1) With respect to the first payment of the interest (31 October, 1987), D is equal to the number of the days from each original due date of debt to 30 October, 1987 (including both dates).

(2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (including both dates).

Ambassade du Japon  
Belgrade  
No. A/20/NZ

The Embassy of Japan presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia, and, with reference to the two Exchanges of Notes dated March 20, 1987 concerning the debt relief measure between the Government of Japan and the Federal Republic of Yugoslavia (hereinafter referred to as "the Exchanges of Notes"), has the honour to inform the Federal Secretariat of the following:

The Government of Japan has the intention to take necessary measures, with regard to the debts of the second stage mentioned in the Agreed Minute signed in Paris on May 13, 1986 (hereinafter referred to as "the Agreed Minute"), so that a debt relief measure will be taken in the same manner as the Exchanges of Notes, provided that the conditions set out in section IV paragraph 5 of the Agreed Minute have been fulfilled. The rates of interest on the above-mentioned rescheduled debts will be:

(a) 7.4 % per annum for the debts insured by the Government of Japan and contracted in US dollars;

(b) 6.6 % per annum for the debts insured by the Government of Japan and contracted in Japanese Yen; and

(c) 5.625 % per annum for the debts owed by the National Bank of Yugoslavia to the Export-Import Bank of Japan.

The Embassy of Japan avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs the assurance of its highest consideration.

Belgrade, March 20, 1987

Federal Secretariat for  
Foreign Affairs of the Socialist  
Federal Republic of Yugoslavia  
Belgrade

No. 1700

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of Japan and has the honour to acknowledge the receipt of the latter's Note Verbale No. A/20/NZ dated March 20, 1987.

The Federal Secretariat has further the honour to inform the Embassy that the Federal Council of the Assembly of the Socialist Federal Republic of Yugoslavia has noted the intention of the Government of Japan set out in the said Note Verbale.

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia avails itself of this opportunity to renew consideration.

Beograd, March 20, 1987

To the Embassy of Japan  
Beograd

## (OPOMBA)

(1) Za prvo plačilo obresti (31. oktober 1987) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 30. oktobra 1987 (vključno z obema datumoma).

(2) Za nadaljnja plačila obresti po prvem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Veleposlaništvo Japonske  
Beograd  
št. A/20/NZ

Veleposlaništvo Japonske izraža Zveznemu sekretariatu za zunanje zadeve Socialistične federativne republike Jugoslavije svoje odlično spoštovanje in ima čast, v zvezi z imenjavama not z dne 20. marca 1987 glede ukrepa za olajšavo vračila dolga med Vlado Japonske in Zveznim izvršnim svetom Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju izmenjava not), obvestiti Zvezni sekretariat o naslednjem:

Vlada Japonske ima namen ukreniti vse potrebno v zvezi z dolgovji druge stopnje, ki se omenjajo v Usklajenem zapisniku, podpisanim v Parizu 13. maja 1986 (v nadaljevanju: Usklajeni zapisnik), da bo ukrep za olajšavo vračila dolga izvršen na enak način kot izmenjavi not, pod pogojem, da se izpolnijo pogoji, navedeni v 5. odstavku IV. dela Usklajenega zapisnika. Obrestne mere zgoraj omenjenih reprogramiranih dolgov bodo znašale:

a) 7.4 % letno za dolbove, ki jih je zavarovala Vlada Japonske in ki so bili pogodbeno dogovorjeni v ameriških dolarjih;

b) 6,6 % letno za dolbove, ki jih je zavarovala Vlada Japonske in so bili pogodbeno dogovorjeni v japonskih jenih; ter

c) 5.625 % letno za dolbove, ki jih dolguje Narodna banka Jugoslavije Export-Import banki Japonske.

Ob tej priložnosti izraža Veleposlaništvo Japonske Zveznemu sekretariatu za zunanje zadeve svoje odlično spoštovanje.

Beograd, 20. marec 1987

Zvezni sekretariat za  
zunanje zadeve Socialistične  
federativne republike Jugoslavije  
Beograd

Št. 1700

Zvezni sekretariat za zunanje zadeve Socialistične federativne republike Jugoslavije izraža svoje spoštovanje Veleposlaništvu Japonske in ima čast potrditi prejem njegove verbalne note št. A/20/NZ z dne 20. marca 1987.

Zvezni sekretariat ima nadalje čast obvestiti Veleposlaništvo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije seznanjen z namenom Vlade Japonske, kot je določen v verbalni noti.

Zvezni sekretariat za zunanje zadeve Socialistične federativne republike Jugoslavije izraža ob tej priložnosti svoje odlično spoštovanje.

Beograd, 20. marec 1987

Veleposlaništvo Japonske  
Beograd

Belgrade, September 11, 1987

Beograd, 11. september 1987

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 May, 1986 and on 30 March, 1987. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

(1) The present arrangement will apply to the total amount of the principal of commercial debts with a repayment period of more than one year, contracted before 2 December, 1982, between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, as having fallen or falling due between 16 May, 1987 and 31 March, 1988, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at two million six hundred and sixty thousand United States dollars (US \$ 2,660,000.00) for the commercial debts contracted in United States dollars and two billion sixty-three million one hundred and forty thousand and forty-five Japanese yen (Y 2,063,140.045) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council"), after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

(1) The Government of Japan will receive the notification through Jugobanka-Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in subparagraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Federal Executive Council will guarantee that total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the commercial debts composing the Rescheduled Commercial Debts will be paid in accordance with the following schedule:

(a) Sixteen per cent (16 %) on the original due date; and  
 (b) Eighty-four per cent (84 %) in ten (10) equal semi-annual installments beginning on 31 March, 1992.

Spoštovani,

čast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 13. maja 1986 in 30. marca 1987. Nadalje imam čast potrditi naslednji sporazum, sprejet med omenjenimi pogajanji:

1. (1) Ta dogovor se nanaša na skupni znesek glavnice komercialnih dolgov z dobo odplačevanja nad enim letom, ki so bili pogodbeno dogovorjeni pred 2. decembrom 1982 med zadevnimi dolžniki v Socialistični federativni republiki Jugoslaviji (v nadaljevanju "dolžniki") z ene strani in zadevnimi upniki iz Japonske (v nadaljevanju "upniki") z druge strani, ki jih je zavarovala Vlada Japonske in ki so zapadli ali zapadejo v vraciilo v času od vključno 16. maja 1987 do vključno 31. marca 1988 (v nadaljevanju "reprogramirani komercialni dolgovi").

(2) Reprogramirani komercialni dolgovi sestojijo iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na dva milijona šeststošestdeset tisoč ameriških dolarjev (2,660.000,00 USD) za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in dve milijardi triinšestdeset milijonov stoštirideset tisoč petinštirideset japonskih jenov (2,063,140.045 YEN) za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

(3) Skupni znesek iz prejšnjega (2) pododstavka se lahko spremeni, če se o tem dogovorita zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet), in sicer po končani verifikaciji, ki jo morata izvršiti zadevna organa Vlade Japonske in Zveznega izvršnega sveta.

2. (1) Vlada Japonske bo preko Jugobanke – Udružene banke, Beograd (v nadaljevanju Jugobanka) prejela obvestilo o zpoku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v naslednjem (4) pododstavku (v nadaljevanju program odplačil).

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, označeni v zadevnih pogodbah, v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnavo reprogramiranih komercialnih dolgov.

(4) Vsak komercialni dolg, ki je del reprogramiranih komercialnih dolgov, bo poplačan po naslednji dinamiki odplačil:

a) šestnajst odstotkov (16 %) na prvoten datum zapadlosti; in

b) štiriinosemdeset odstotkov (84 %) v desetih (10) enakih polletnih obrokih, začenši s 31. marcem 1992.

3. (1) The Federal Executive Council will guarantee that the interest to be calculated as described in sub-paragraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka to the extent that they have not been settled, in accordance with the following schedule:

(a) The first payment of the interest will be made on 31 October, 1987; and

(b) The consecutive payments of the interest after the first payment will be made on 31 March and 30 September each year.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be seven point four per cent (7,4%) per annum for the commercial debts contracted in United States dollars and six point six per cent (6,6%) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate, within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

Hirohiko Otsuka, (s)  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Socialist Federal Republic  
of Yugoslavia

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj, izplačane upnikom preko Jugobanke, v kolikor niso bile že poravnane, v skladu z naslednjo dinamiko:

a) Prvo plačilo obresti se izvrši 31. oktobra 1987.

b) Naslednja plačila obresti, ki sledijo prvemu plačilu, se izvršijo 31. marca in 30. septembra vsako leto.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, znaša sedem celih štiri odstotke (7,4%) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in šest celih šest odstotkov (6,6%) letno za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnane dolga z zmnožkom števila dni, v katerih dolg ni bil poravnан, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinšestdeset (365). Ponazoritev take metode izračunavanja je v obliki številčne formule podana v prilogi k tej noti.

(3) Plačane obresti bodo oproščene vseh davkov in dajatev Socialistične federativne republike Jugoslavije.

4. Plačilo zadevnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnik bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji za poravnavo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republikni Jugoslaviji in skladno z zadevnimi dogovori omogočil poravnavo takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dani upnikom tretjih držav.

8. Ta dogovor bo začel veljati na dan, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili navedeni dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Hirohiko Otsuka l. r.  
Izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

## ANNEX

Numerical formula of the method of calculation  
of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

I: The amount of interest

A: The amount of the debt unsettled

D: The number of the days the debt has not been  
settled

R: The rate of interest (per annum)

(NOTE)

(1) With respect to the first payment of the interest (31 October, 1987), D is equal to the number of the days from each original due date of the debt to 30 October, 1987 (including both dates).

(2) With respect to the second payment of the interest (31 March, 1988), D is equal to the number of the days from 31 October, 1987 or each original due date of the debts falling due between 31 October, 1987 and 31 March, 1988 (including both dates), to the previous day of the payment (including both dates).

(3) With respect to the consecutive payments of the interest after the second payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (including both dates).

Belgrade, September 11, 1987

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 May, 1986 and on 30 March, 1987. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangement will apply to the total amount of the principal of commercial debts with a repayment period of more than one year, contracted before 2 December, 1982, between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, as having fallen or falling due between 16 May, 1987 and 31 March 1988, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at two million six hundred and sixty thousand United States dollars (US\$ 2,660,000.00) for the commercial debts contracted in United States dollars and two billion sixty-three million one hundred and forty thousand and forty-five Japanese yen (Y 2,063,140.045) for the commercial debts contracted in Japanese yen.

## PRILOGA

Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

I: znesek obresti

A: znesek neporavnane dolga

D: število dni, v katerih dolg ni bil poravnан

R: (letna) obrestna mera

(OPOMBA)

(1) Za prvo plačilo obresti (31. oktober 1987) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 30. oktobra 1987 (vključno z obema datumoma).

(2) Za drugo plačilo obresti (31. marec 1988) je D enak številu dni od 31. oktobra 1987 ali od vsakega prvotnega datuma zapadlosti dolgov med 31. oktobrom 1987 in 31. marcem 1988, vključno z obema datumoma, do dneva pred izvršenim plačilom (vključno z obema datumoma).

(3) Za nadaljnja plačila obresti po drugem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Beograd, 11. september 1987

Ekscelanca,

čast imam potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi:

"Cast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 13. maja 1986 in 30. marca 1987. Nadalje imam čast potrditi naslednje soglasje, doseženo med omenjenimi pogajanjimi:

1. (1) Ta dogovor se nanaša na skupni znesek glavnice komercialnih dolgov z dobo odplačevanja nad enim letom, ki so bili pogodbeno dogovorjeni pred 2. decembrom 1982 med zadevnimi dolžniki v Socialistični federativni republikni Jugoslaviji (v nadaljevanju "dolžniki") z ene strani in zadevnimi upniki iz Japonske (v nadaljevanju "upniki") z druge strani, ki jih je zavarovala Vlada Japonske in ki so zapadli ali zapadejo v vraciilo v času od vključno 16. maja 1987 do vključno 31. marca 1988 (v nadaljevanju "reprogramirani komercialni dolgorvi").

(2) Reprogramirani komercialni dolgorvi sestojijo iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na dva milijona šeststošestdeset tisoč ameriških dolarjev (2,660,000.00 USD) za pogodbeno dogovorjene komercialne dolgorve v ameriških dolarjih in dve milijardi triinšestdeset milijonov stoštrideset tisoč petinštirideset japonskih jenov (2,063,140.045 YEN) za pogodbeno dogovorjene komercialne dolgorve v japonskih jenih.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council"), after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

2. (1) The Government of Japan will receive the notification through Jugobanka-Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Federal Executive Council will guarantee that total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the commercial debts composing the Rescheduled Commercial Debts will be paid in accordance with the following schedule:

(a) Sixteen per cent (16 %) on the original due date; and

(b) Eighty-four per cent (84 %) in ten (10) equal semi-annual installments beginning on 31 March, 1992.

3. (1) The Federal Executive Council will guarantee that the interest to be calculated as described in sub-paragraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka to the extent that they have not been settled, in accordance with the following schedule:

(a) The first payment of the interest will be made on 31 October, 1987; and

(b) The consecutive payments of the interest after the first payment will be made on 31 March and 30 September each year.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be seven point four per cent (7.4 %) per annum for the commercial debts contracted in United States dollars and six point six per cent (6.6 %) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate, within the scope of the relevant

(3) Skupni znesek iz prejšnjega (2) odstavka se lahko spremeni, če se o tem dogovorita zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet), in sicer po končani verifikaciji, ki jo morata izvršiti zadevna organa Vlade Japonske in Zveznega izvršnega sveta.

2. (1) Vlada Japonske bo preko Jugobanke - Udružene banke, Beograd (v nadaljevanju Jugobanka) prejela obvestilo o znesku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v naslednjem (4) pododstavku (v nadaljevanju program odplačil).

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, označeni v zadevnih pogodbah, v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnavo reprogramiranih komercialnih dolgov.

(4) Vsak komercialni dolg, ki je del reprogramiranih komercialnih dolgov, bo poplačan po naslednji dinamiki odplačil:

a) šestnajst odstotkov (16 %) na prvoten datum zapadlosti; in

b) štiriinosemdeset odstotkov (84 %) v desetih (10) enakih polletnih obrokih, začenši s 31. marcem 1992.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj, izplačane upnikom preko Jugobanke, v kolikor niso bile že poravnane, v skladu z naslednjo dinamiko:

a) Prvo plačilo obresti se izvrši 31. oktobra 1987.

b) Naslednja plačila obresti, ki sledijo prvemu plačilu, se izvršijo 31. marca in 30. septembra vsako leto.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, znaša sedem celih štiri odstotke (7.4 %) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in šest celih šest odstotkov (6.6 %) letno za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnanega dolga z zmnožkom števila dni, v katerih dolg ni bil poravnан, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinšestdeset (365). Ponazoritev take metode izračunavanja je v obliki številčne formule podana v prilogi k tej noti.

(3) Plačane obresti bodo oproščene vseh davkov in dajatev Socialistične federativne republike Jugoslavije.

4. Plačilo zadevnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnih bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji za poravnavo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republik

laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Boris Škapin, (s)  
Assistant Federal  
Secretary for Finance

#### ANNEX

##### Numerical formula of the method of calculation of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

I: The amount of interest

A: The amount of the debt unsettled

D: The number of the days the debt has not been settled

R: The rate of interest (per annum)

##### (NOTE)

(1) With respect to the first payment of the interest (31 October, 1987), D is equal to the number of the days from each original due date of the debt to 30 October, 1987 (including both dates).

(2) With respect to the second payment of the interest (31 March, 1988), D is equal to the number of the days from 31 October, 1987 or each original due date of the debts falling due between 31 October, 1987 and 31 March, 1988 (including both dates), to the previous day of the payment (including both dates).

(3) With respect to the consecutive payments of the interest after the second payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (including both dates).

Jugoslaviji in skladno z zadevnimi dogovori omogočil poravnava takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dati upnikom tretjih držav.

8. Ta dogovor bo začel veljati na dan, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili navedeni dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Nadalje imam čast, v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrditi sporazum, kot je naveden v noti Vaše Ekscelence.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Boris Škapin l. r.  
pomočnik zveznega  
sekretarja za finance

#### PRILOGA

##### Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

I: znesek obresti

A: znesek neporavnane dolga

D: število dni, v katerih dolg ni bil poravnан

R: (letna) obrestna mera

##### (OPOMBA)

(1) Za prvo plačilo obresti (31. oktober 1987) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 30. oktobra 1987 (vključno z obema datumoma).

(2) Za drugo plačilo obresti (31. marec 1988) je D enak številu dni od 31. oktobra 1987 ali od vsakega prvotnega datuma zapadlosti dolgov med 31. oktobrom 1987 in 31. marcem 1988, vključno z obema datumoma, do dneva pred izvršenim plačilom (vključno z obema datumoma).

(3) Za nadaljnja plačila obresti po drugem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Belgrade, September 11, 1987

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 May, 1986 and on 30 March, 1987. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The amount of debts to be rescheduled (hereinafter referred to as "the Rescheduled Debt") will be six hundred forty-one million six hundred and sixty thousand yen (Y 641,660.000). The Rescheduled Debts consist of such debts owed by the National Bank of Yugoslavia to the Bank as having fallen or falling due between 16 May, 1987 and 31 March, 1988, both dates inclusive, under the loan agreement concluded on 28 July, 1972 between them. The breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) Modifications may be made to the amount referred to in sub-paragraph (1) above and the List attached hereto by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

(1) Each of the debts composing the Rescheduled Debts will be paid in accordance with the following schedule:

(a) Sixteen per cent (16 %) on the original due date; and  
 (b) Eighty-four per cent (84 %) in ten (10) equal semi-annual installments beginning on 31 March, 1992.

(2) The rate of interest on the Rescheduled Debts will be five and five eights per cent (5.625 %) per annum beginning respectively from the original due dates.

4. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

Hirohiko Otsuka, (s)  
 Ambassador Extraordinary  
 and Plenipotentiary of Japan  
 to the Socialist Federal  
 Republic of Yugoslavia

Beograd, 11. september 1987

Spoštovani,

čast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznim izvršnim svetom Skupščine, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 13. maja 1986 in 30. marca 1987. Nadalje imam čast potrditi naslednje soglasje, doseženo med omenjenimi pogajanji:

1. Ukrep za lažje odplačilo dolga v obliki reprogramiranja bo prevzela Export-Import banka Japonske (v nadaljevanju "Banka") v skladu z ustrezimi japonskimi zakoni in predpisi.

2. (1) Znesek dolgov, ki bodo reprogramirani (v nadaljevanju "reprogramirani dolgovi"), bo znašal šeststo enainštirideset milijonov šeststo šestdeset tisoč jenov (641,660.000 YEN). Reprogramirani dolgorvi sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo med vključno 16. majem 1987 in vključno 31. marcem 1988 v okviru kreditnega sporazuma, ki sta ga sklenili 28. julija 1972. Specifikacija reprogramiranih dolgov je podana v priloženem seznamu.

(2) V zgornjem (1) pododstavku navedeni znesek in priloženi seznam se lahko spremeni, če se o tem dogovorita zadetna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v dogovoru o reprogramiranju, ki ga morata skleniti Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

(1) Vsak dolg, ki predstavlja del reprogramiranih dolgov, bo plačan v skladu z naslednjo dinamiko:

a) šestnajst odstotkov (16 %) na prvoten datum zapadlosti; in

b) štiriinosemdeset odstotkov (84 %) v desetih (10) enakih polletnih obrokih, začenši s 31. marcem 1992.

(2) Obrestna mera za reprogramirane dolgorve bo znašala pet in pet osmin odstotka (5,625 %) letno, in se začne obračunavati vsakokrat na prvotni datum zapadlosti.

4. Ta dogovor bo začel veljati na dan, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije prejeta pisno obvestilo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili ta dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Hirohiko Otsuka I. r.  
 Izredni in pooblaščeni  
 veleposlanik Japonske v  
 Socialistični federativni  
 republik Jugoslaviji

## List

Particulars of Debt	Original Due Date	Amount (in Yen)
The principal payable under the Loan Agreement concluded on 28 July, 1972 between the National Bank of Yugoslavia and the Bank on the extention of Yen	25 Aug., 1987	385,000.000
Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972	25 Feb., 1988	256,660.000
Total:	641,660.000	

Belgrade, September 11, 1987

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 May, 1986 and on 30 March, 1987. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The amount of debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") will be six hundred forty-one million six hundred and sixty thousand yen (Y 641,660.000). The Rescheduled Debts consist of such debts owed by the National Bank of Yugoslavia to the Bank as having fallen or falling due between 16 May, 1987 and 31 March, 1988, both dates inclusive, under the loan agreement concluded on 28 July, 1972 between them. The Breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) Modifications may be made to the amount referred to in sub-paragraph (1) above and the List attached hereto by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

(1) Each of the debts composing the Rescheduled Debt will be paid in accordance with the following schedule:

(a) Sixteen per cent (16 %) on the original due date; and

(b) Eighty-four per cent (84 %) in ten (10) equal semi-annual installments beginning on 31 March, 1992.

## Seznam

Podatki o dolgu	Prvoten datum zapadlosti	Znesek (v jenih)
Glavnica plačljiva po kreditnem sporazumu, sklenjenem 28. julija 1972 med Narodno banko Jugoslavije in Banco o podaljšanju posojila v jenih v skladu z izmenjanima notama med vladama Japonske in Socialistične federativne republike Jugoslavije dne 14. julija 1972	25. avg. 1987	385,000.000
	25. feb. 1988	256,660.000
Skupaj		641,660.000

Beograd, 11. septembra 1987

Ekscelanca,

Čast imam potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi, kot sledi:

"Cast imam sklicevati se na nedavna pogajanja med predstavniki Vlade Japonske in Zveznim izvršnim svetom Skupščine, ki so potekala na osnovi zaključkov, ki so bili sprejeti na posvetovanjih med predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vladami zadevnih držav upnic v Parizu 13. maja 1986 in 30. marca 1987. Nadalje imam čast potrditi naslednje soglasje, doseženo med omenjenimi pogajanjami:

1. Ukrep za lažje odplačilo dolga v obliki reprogramiranja bo sprejela Export-Import banka Japonske (v nadaljevanju "Banka") v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Znesek dolgov, ki bodo reprogramirani (v nadaljevanju "reprogramirani dolgovi"), bo znašal šeststo enainštirideset milijonov šeststo šestdeset tisoč jenov (641,660.000 YEN). Reprogramirani dolgovi sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo med vključno 16. majem 1987 in vključno 31. marcem 1988 v okviru kreditnega sporazuma, ki sta ga sklenili 28. julija 1972. Specifikacija reprogramiranih dolgov je podana v priloženem seznamu.

(2) V zgornjem (1) pododstavku navedeni znesek in priloženi seznam se lahko spremeni, če se o tem dogovorita zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v dogovoru o reprogramiraju, ki ga morata skleniti Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

(1) Vsak dolg, ki predstavlja del reprogramiranih dolgov, bo plačan v skladu z naslednjo dinamiko:

a) šestnajst odstotkov (16 %) na prvoten datum zapadlosti; in

b) štiriinosemdeset odstotkov (84 %) v desetih (10) enakih polletnih obrokih, začenši s 31. marcem 1992.

(2) The rate of interest on the Rescheduled Debts will be five and five eights per cent (5.625 %) per annum beginning respectively from the original due dates.

4. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Boris Škapin, (s)  
Assistant Federal  
Secretary for  
Finance

List		
Particulars of Debt	Original Due Date	Amount (in Yen)
The principal payable under the Loan Agreement concluded on 28 July, 1972 between the National Bank of Yugoslavia and the Bank on the extention of Yen	25 Aug., 1987	385,000,000
Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972	25 Feb., 1988	256,660,000
Total:		641,660,000

(2) Obrestna mera za reprogramirane dolbove bo znašala pet in pet osmin odstotka (5.625 %) letno, in se začne obračunavati vsakokrat na prvotni datum zapadlosti.

4. Ta dogovor bo začel veljati na dan, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili ta dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje."

Nadalje imam čast v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrditi dogovor, ki je naveden v noti Vaše Ekscelence.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Boris Škapin I. r.  
pomočnik zveznega sekretarja za finance

Seznam		
Podatki o dolgu	Prvotni datum zapadlosti	Zvezek (v jenni)
Glavnica plačljiva po kreditnem sporazumu, sklenjenem 28. julija 1972 med Njrodnim banko Jugoslavije in Banko o podaljšanju posojila v jenih v skladu z izmenjanima notama med vladama Japonske in Socialistične federativne republike Jugoslavije dne 14. julija 1972	25. avg. 1987	385,000,000
	25. feb. 1988	256,660,000
Skupaj		641,660,000

Ambassade du Japon  
Belgrad

Belgrade, March 1, 1989

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 July, 1988. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

Veleposlaništvo Japonske  
Beograd

Beograd, 1. marca 1989

Spoštovani,

imam čast, da se sklicujem na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so temeljila na sklepih, doseženih med posvetovanji predstavnikov Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in zadevnih vlad upnikov, ki so bila v Parizu 13. julija 1988. V čast mi je tudi potrditi naslednji dogovor, ki je bil dosežen med omenjenimi pogajanjami:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") consist of the debts owed by the National Bank of Yugoslavia to the Bank having fallen or falling due between 1 April, 1988 and 30 June, 1989, both dates inclusive. The breakdown of the Rescheduled Debts is shown in the List attached hereto.

(2) The total amount of the Rescheduled Debts will be eight hundred and fifty-two million four hundred and sixty thousand seven hundred and sixtyseven yen (Y 852,460.767).

(3) Modifications may be made to the amount referred to in sub-paragraph (2) above and the List attached hereto by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

(1) Each of the debts composing the Rescheduled Debts will be paid in eight (8) equal semi-annual instalments beginning on 15 May, 1995.

(2) The rate of interest on the Rescheduled Debts will be five and a half per cent (5.50%) per annum beginning respectively from the due dates mentioned in the List attached hereto.

4. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to extend to you the assurance of my high consideration.

Toshio Goto, (s)  
Ambassador Extraordinary  
and Plenipotentiary of  
Japan to the Socialist  
Federal Republic of Yugoslavia

Boris Škapin  
Assistant Federal  
Secretary for  
Finance

1. Export-import banka Japonske (v nadaljevanju Banka) bo sprejela ukrep za olajšavo vračila dolga v obliki reprogramiranja v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Dolgoji, ki bodo reprogramirani (v nadaljevanju reprogramirani dolgoji), sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo v času med 1. aprilom 1988 in 30. junijem 1989, vključno z obema datumoma. Specifikacija reprogramiranih dolgov je prikazana v priloženem Seznamu.

(2) Znesek dolgov, ki bodo reprogramirani, bo znašal osemsto dvainpetdeset milijonov štiristo šestdesetisoč sedemsto sedeminšestdeset jenov (852,460.767 YEN).

(3) Znesek, naveden v drugem (2) pododstavku zgoraj, in priloženi Seznam se lahko spremenita, če se tako dogovorijo zadevni organi Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v sporazumu o reprogramiranju, ki ga bosta sklenili Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

(1) Vsak izmed dolgov, ki je sestavni del reprogramiranih dolgov, bo plačan v osmih (8) enakih polletnih obrokih, začenši s 15. majem 1995.

(2) Obrestna mera za reprogramirane dolbove bo znašala pet in pol odstotka (5.50%) letno, začenši s posameznim datumom zapadlosti iz priloženega seznama.

4. Ta dogovor bo pričel veljati z dnem, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije izpolnil vse potrebne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili ta dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Toshio Goto l. r.  
izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

Boris Škapin  
pomočnik zveznega  
sekretarija za finance

### List

Particulars of Debts	Due Date	Amount (in Yen)		
		Principal	Interest	Total
The principal and interest payable under the Loan Agreement concluded between the National Bank of Yugoslavia and the Bank on the extension of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972	Aug. 25. 1988 Feb. 25 1989	256.660.000 128.340.000	14.078.173 7.116.716	270.738.173 135.456.716

Particulars of Debts	Due Date	Amount (in Yen)		
		Principal	Interest	Total
The principal and interest payable under the Rescheduling Agreement concluded between the National Bank of Yugoslavia and the Bank pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 20 March, 1985	Jun. 30. 1988 Dec. 31. 1988 Jun. 30. 1989	0 128.334.000 128.334.000	22.076.849 22.319.452 18.296.270	22.076.849 150.653.452 146.630.270
The interest payable under the Rescheduling Agreement concluded between the National Bank of Yugoslavia and the bank pursuant to the Notes exchanged between the Government of Japan and of the Socialist Federal Republic of Yugoslavia on 5 December, 1985	Sep. 1. 1988 Mar. 1. 1989	0 0	30.131.260 29.639.989	30.131.260 29.639.989
The interest payable under the Rescheduling Agreement concluded between the National Bank of Yugoslavia and the Bank pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 20 March, 1987	Oct. 31. 1988 Apr. 30. 1989	0 0	18.559.109 18.256.515	18.559.109 18.256.515
The interest payable under the Rescheduling Agreement concluded between the National Bank of Yugoslavia and the Bank pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 11 September, 1987	Sep. 30. 1988 Mar. 31. 1989	0 0	15.200.749 15.117.685	15.200.749 15.117.685
<b>Grand Total</b>		<b>641.668.000</b>	<b>210.792.767</b>	<b>852.460.767</b>

**Seznam**

Podatki o dolgu	datum zapadlosti	Znesek (v jenih)		
		glavnica	obresti	skupno
Glavnica in obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko o podaljšanju posojila v jenih, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 14. julija 1972	25. 8. 1988 25. 2. 1989	256.660.000 128.340.000	14.078.173 7.116.716	270.738.173 135.456.716
Glavnica in obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 22. marca 1985	30. 6. 1988 31. 12. 1988 30. 6. 1989	0 128.334.000 128.334.000	22.076.847 22.319.452 18.296.270	22.076.849 150.653.452 146.630.270
Obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 5. decembra 1985	1. 9. 1988 1. 3. 1989	0 0	30.131.260 29.639.989	30.131.260 29.639.989
Obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 20. marca 1987	31. 10. 1988 30. 4. 1989	0 0	18.559.109 18.256.515	18.559.109 18.256.515
Obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 11. septembra 1987	30. 9. 1988 31. 3. 1989	0 0	15.200.749 15.117.685	15.200.749 15.117.685
<b>Končni skupni znesek</b>		<b>641.668.000</b>	<b>210.792.767</b>	<b>852.460.767</b>

Ambassade du Japon  
Belgrad

Belgrad, March 1, 1989

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 July, 1988. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangement will apply to the total amount of the principal of and interest on the following commercial debts contracted between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, as having fallen or falling due between 1 April, 1988 and 30 June, 1989, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts"):

(a) the commercial debts, not previously rescheduled, with a repayment period of more than one year and contracted before 2 December, 1982 between the Debtors and the Creditors; and

(b) the commercial debts previously rescheduled pursuant to the arrangements made by the Notes exchanged between the Government of Japan and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council") on 20 March, 1985, 5 December, 1985, 20 March, 1987 and 11 September, 1987, concerning the debt relief measures in respect of Yugoslav debts (hereinafter referred to as "the Notes").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at seven million seventysix thousand six hundred and fifty United States dollars and seventy-four cents (US \$ 7,076,650.74) for the commercial debts contracted in United States dollars and two billion one hundred and seventy-seven million seven hundred and twenty-one thousand five hundred and sixty-nine Japanese yen (Y 2,177,721,569) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council, after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

2. (1) The Government of Japan will receive the notification through Jugobanka – Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Federal Executive Council will guarantee that the total amount of the Rescheduled Commercial

Veleposlaništvo Japonske  
Beograd

Beograd, 1. marec 1989

Spoštovani,

imam čast, da se sklicujem na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so temeljila na sklepih, doseženih med posvetovanji predstavnikov Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in zadevnih vlad upnikov, ki so bila v Parizu 13. julija 1988. V čast mi je tudi potrditi naslednji dogovor, ki je bil dosežen med omenjenimi pogajanjimi:

1. (1) Ta dogovor se bo uporabljal za skupni znesek glavnice in obresti komercialnih dolgov, ki so bili pogodbeno dogovorjeni med zadevnimi dolžniki iz Socialistične federativne republike Jugoslavije (v nadaljevanju dolžniki) na eni strani in zadevnimi upniki iz Japonske (v nadaljevanju upniki) na drugi strani, ki jih je zavarovala Vlada Japonske in ki so zapadli ali zapadejo v vračilo v obdobju od 1. aprila 1988 do 30. junija 1989, vključno z obema datumoma (v nadaljevanju reprogramirani komercialni dolgovi):

a) komercialni dolgovi, ki predhodno niso bili reprogramirani, z odplačilno dobo več kot eno leto in pogodbeno dogovorjeni pred 2. decembrom 1982 med dolžniki in upniki; in

b) komercialni dolgovi, ki so bili predhodno reprogramirani v skladu z dogovori, doseženimi z izmenjavo not med Vlado Japonske in Zveznim izvršnim svetom Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet) 20. marca 1985, 5. decembra 1985, 20. marca 1987 in 11. septembra 1987 v zvezi z ukrepi za olajšavo vračila dolga glede jugoslovenskih dolgov (v nadaljevanju note).

(2) Reprogramirani komercialni dolgovi sestojijo iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japonskih jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na sedem milijonov šestinsedemdesetisoč šeststo petdeset ameriških dolarjev in štiriinsedemdeset centov (7,076.650,74 USD) za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih ter dve milijardi sto sedeminšedeset milijonov sedemsto enaindvajset tisoč petsto devetinšestdeset japonskih jenov (2,177,721,569 YEN) za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

(3) Skupni zneski iz zgoraj omenjenega pododstavka (2) se lahko spremenijo, če se o tem sporazumeta zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupščine socialistične federativne republike Jugoslavije, potem ko ga bosta Vlada Japonske in Zvezni izvršni svet dokončno verificirala.

2. (1) Vlada Japonske bo preko Jugobanke – Udružene banke Beograd (v nadaljevanju Jugobanka) prejela obvestilo o znesku in datumih plačil za poravnavo reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v pododstavku (4) spodaj (v nadaljevanju program odplačil).

(2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom

Debts will be paid to the Creditors through Jugobanka in the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the Rescheduled Commercial Debts will be paid in eight (8) equal semi-annual installments beginning on 15 May, 1995.

3. (1) The Federal Executive Council will guarantee that the interest to be calculated as described in sub-paragraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka on 15 May and 15 November of each year to the extent that they have not been settled. The first payment of the interest will be made on 15 May, 1989.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be eight per cent (8.00%) per annum for the commercial debts contracted in United States dollars and six and a half per cent (6.50%) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate, within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council

preko Jugobanke v valuti, določeni v zadevnih pogodbah v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnava reprogramiranih komercialnih dolgov.

(4) Vsak reprogramirani komercialni dolg bo poplačan v osmih (8) enakih polletnih obrokih, začenši s 15. majem 1995.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj, izplačane upnikom preko Jugobanke 15. maja in 15. novembra vsako leto, v kolikor niso bile že poravnane. Prvo plačilo obresti se izvrši 15. maja 1989.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, znaša osem odstotkov (8,00%) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in šest celih in pol odstotka (6,50%) letno za pogodbeno dogovorjene komercialne dolbove v japonskih jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnane dolga z zmnožkom števila dni, v katerih dolg ni bil poravnан, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinšestdeset (365). Ponašoritev take metode izračunavanja je v obliki številčne formule podana v prilogi k tej noti.

(3) Plačane obresti bodo oproščene vseh davkov in dajatev v Socialistični federativni republiki Jugoslaviji.

4. Plačilo zadevnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnih bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republiki Jugoslaviji za poravnavo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet, v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republike Jugoslaviji, omogočil poravnavo takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dan upnikom tretjih držav.

8. Ta dogovor bo pričel veljati z dnem, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine federativne republike Jugoslavije potrdili

of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

Toshio Goto, (s)  
Ambassador Extraordinary  
and Plenipotentiary of  
Japan to the Socialist  
Federal Republic of Yugoslavia

Boris Škapin  
Assistant Federal  
Secretary for  
Finance

## ANNEX

Numerical formula of the method of calculation  
of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

I: The amount of interest

A: The amount of the debt unsettled

D: The number of the days the debt has not been  
settled

R: The rate of interest (per annum)

## (NOTE)

(1) With respect to the first payment of the interest (15 May, 1989), D is equal to the number of the days from original due date of payment stipulated in the Notes to 14 May, 1989 (both dates inclusive).

(2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (both dates inclusive).

Belgrade, March 1, 1989.

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 July, 1988. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by the Export-Import Bank of Japan (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.

2. (1) The debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") consist of the debts owed the National Bank of Yugoslavia to the Bank, having fallen or falling due between 1 April, 1988 and 30 June, 1989, both dates inclusive. The breakdown of the Rescheduled Debts is shown in the List attached hereto,

navedeni dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Toshio Goto l. r.  
izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

Boris Škapin  
pomočnik zveznega  
sekretarja za finance

## PRILOGA

Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

I: znesek obresti

A: znesek neporavnane dolga

D: število dni, v katerih dolg ni bil poravnан

R: (letna) obrestna mera

## (OPOMBA)

(1) Za prvo plačilo obresti (15. maj 1989) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 14. maja 1989 (vključno z obema datumoma).

(2) Za nadaljnja plačila obresti po prvem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

Beograd, 1. marca 1989

Ekscelencia,

čast imam potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi:

"Imam čast, da se sklicujem na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, ki so temeljila na sklepih, doseženih med posvetovanji predstavnikov Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije in vlad upnikov, ki so bila v Parizu 13. julija 1988. V čast mi je tudi potrditi naslednji dogovor, ki je bil dosežen med omenjenimi pogajanjimi:

1. Export-import banka Japonske (v nadaljevanju Banka) bo sprejela ukrep za olajšavo vračila dolga v obliki reprogramiranja v skladu z ustreznimi japonskimi zakoni in predpisi.

2. (1) Dolgo, ki bodo reprogramirani (v nadaljevanju reprogramirani dolgo), sestojijo iz dolgov, ki jih Narodna banka Jugoslavije dolguje Banki in ki so zapadli ali zapadejo v času med 1. aprilom 1988 in 30. junijem 1989, vključno z obema datumoma. Specifikacija reprogramiranih dolgov je prikazana v priloženem Seznamu.

(2) The total amount of the Rescheduled Debts will be eight hundred and fifty-two million four hundred and sixty thousand seven hundred and sixty-seven yen (Y 852,460.767).

(3) Modifications may be made to the amount referred to in sub-paragraph (2) above and the List attached hereto by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, after the final verification to be made by the National Bank of Yugoslavia and the Bank.

3. The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the National Bank of Yugoslavia and the Bank, which will contain, inter alia, the following principles:

(1) Each of the debts comprising the Rescheduled Debts will be paid in eight (8) equal semi-annual instalments beginning on 15 May, 1995.

(2) The rate of interest on the Rescheduled Debts will be five and a half per cent (5.50%) per annum beginning respectively from the due dates mentioned in the List attached hereto.

4. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

I avail myself of this opportunity to extend to you the assurances of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Toshio Goto  
Ambassador Extraordinary  
and Plenipotentiary of  
Japan to the Socialist  
Federal Republic of  
Yugoslavia

Boris Škapin, (s)  
Assistant Federal  
Secretary for  
Finance

### List

Particulars of Debts	Due Date	Amount (in Yen)		
		Principal	Interest	Total
The principal and interest payable under the Loan Agreement concluded between the National Bank of Yugoslavia and the Bank on the extension of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 14 July, 1972	Aug. 25. 1988	256.660.000	14.078.173	270.738.173
The principal and interest payable under the Rescheduling Agreement concluded between the National Bank of Yugoslavia and the Bank pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 20 March, 1985	Feb. 25 1989	128.340.000	7.116.716	135.456.716
	Jun. 30. 1988	0	22.076.849	22.076.849
	Dec. 31. 1988	128.334.000	22.319.452	150.653.452
	Jun. 30. 1989	128.334.000	18.296.270	146.630.270

(2) Znesek dolgov, ki bodo reprogramirani, bo znašal osemsto dvainpetdeset milijonov štiristo šestdesetisoč sedemsto sedeminšestdeset jenov (852,460.767 YEN).

(3) Znesek, naveden v drugem ((2) pododstavku zgoraj, in priloženi Seznam se lahko spremenita, če se tako dogovorijo zadnji organi Vlade Japonske in Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije, potem ko bosta Narodna banka Jugoslavije in Banka zneske dokončno verificirali.

3. Pogoji reprogramiranja bodo določeni v sporazumu o reprogramiranju, ki ga bosta sklenili Narodna banka Jugoslavije in Banka in ki bo med drugim vseboval naslednja načela:

(1) Vsak izmed dolgov, ki je sestavni del reprogramiranih dolgov, bo plačan v osmih (8) enakih polletnih obrokih, začenši s 15. majem 1995.

(2) Obrestna mera za reprogramirane dolbove bo znašala pet in pol odstotka (5,50 %) letno, začenši s posameznim datumom zapadlosti iz priloženega seznama.

4. Ta dogovor bo pričel veljati z dnem, ko bo Vlada Japonske od Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije prejela pisno obvestilo, da je Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije izpolnil vse potrebne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrdili ta dogovor.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.“

Nadalje imam čast v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrditi dogovor, kot je naveden v noti Vaše Ekscelence.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Boris Škapin I. r.  
pomočnik zveznega  
sekretarja za finance

Toshio Goto  
izredni in pooblaščeni  
veleposlanik Japonske v  
Socialistični federativni  
republiki Jugoslaviji

Particulars of Debts	Due Date	Amount (in Yen)			Total
		Principal	Interest		
The interest payable under the Rescheduling Agreement concluded between the National Bank of Yugoslavia and the bank pursuant to the Notes exchanged between the Government of Japan and of the Socialist Federal Republic of Yugoslavia on 5 December, 1985	Sep. 1. 1988 Mar. 1. 1989	0 0	30,131,260 29,639,989	30,131,260 29,639,989	
The interest payable under the Rescheduling Agreement concluded between the National Bank of Yugoslavia and the Bank pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 20 March, 1987	Oct. 31. 1988 Apr. 30. 1989	0 0	18,559,109 18,256,515	18,559,109 18,256,515	
The interest payable under the Rescheduling Agreement concluded between the National Bank of Yugoslavia and the Bank pursuant to the Notes exchanged between the Governments of Japan and of the Socialist Federal Republic of Yugoslavia on 11 September, 1987	Sep. 30. 1988 Mar. 31. 1989	0 0	15,200,749 15,117,685	15,200,749 15,117,685	
<b>Grand Total</b>		<b>641,668.000</b>	<b>210,792.767</b>		<b>852,460.767</b>

## Seznam

Podatki o dolgu	datum zapadlosti	Znesek (y jenih)			skupno
		glavnica	obresti		
Glavnica in obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko o podaljšanju posojila v jenih, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 14. julija 1972	25. 8. 1988 25. 2. 1989	256,660.000 128,340.000	14,078,173 7,116,716	270,738,173 135,456,716	
Glavnica in obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 22. marca 1985	30. 6. 1988 31. 12. 1988 30. 6. 1989	0 128,334.000 128,334.000	22,076,847 22,319,452 18,296,270	22,076,849 150,653,452 146,630,270	
Obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 5. decembra 1985	1. 9. 1988 1. 3. 1989	0 0	30,131,260 29,639,989	30,131,260 29,639,989	
Obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 20. marca 1987	31. 10. 1988 30. 4. 1989	0 0	18,559,109 18,256,515	18,559,109 18,256,515	
Obresti, plačljive v skladu s Sporazumom o reprogramiraju, sklenjenim med Narodno banko Jugoslavije in Banko, v skladu z notami, izmenjanimi med vladama Japonske in Socialistične federativne republike Jugoslavije z dne 11. septembra 1987	30. 9. 1988 31. 3. 1989	0 0	15,200,749 15,117,685	15,200,749 15,117,685	
<b>Končni skupni znesek</b>		<b>641,668.000</b>	<b>210,792.767</b>		<b>852,460.767</b>

Belgrade, March 1, 1989

Excellency,  
I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Federal Republic of Yugoslavia that were held on the basis of the conclusions reached during the consultations between the representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and of the Governments of the creditor countries concerned held in Paris on 13 July, 1988. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangement will apply to the total amount of the principal of and interest on the following commercial debts contracted between the debtors concerned resident in the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan, as having fallen or falling due between 1 April, 1988 and 30 June, 1989, both dates inclusive (hereinafter referred to as "the Rescheduled Commercial Debts"):

(a) the commercial debts, not previously rescheduled, with a repayment period of more than one year and contracted before 1 December, 1982 between the Debtors and the Creditors; and

(b) the commercial debts previously rescheduled pursuant to the arrangements made by the Notes exchanged between the Government of Japan and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the Federal Executive Council") on 20 March, 1985, 5 December, 1985, 20 March, 1987 and 11 September, 1987, concerning the debt relief measures in respect of Yugoslav debts (hereinafter referred to as "the Notes").

(2) The Rescheduled Commercial Debts consist of commercial debts contracted in United States dollars and in Japanese yen. The total amount of the Rescheduled Commercial Debts is estimated at seven million seventysix thousand six hundred and fifty United States dollars and seventy-four cents (US \$ 7,076,650.74) for the commercial debts contracted in United States dollars and two billion one hundred and seventy-seven million seven hundred and twenty-one thousand five hundred and sixty-nine Japanese yen (Y 2,177,721,569) for the commercial debts contracted in Japanese yen.

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Federal Executive Council, after the final verification to be made by the authorities concerned of the Government of Japan and the Federal Executive Council.

2. (1) The Government of Japan will receive the notification through Jugobanka – Udružena banka, Beograd (hereinafter referred to as "Jugobanka") of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Federal Executive Council will guarantee that the total amount of the Rescheduled Commercial Debts will be paid to the Creditors through Jugobanka in

Beograd, 1. marca 1989

Ekscelencia,  
čast imam potrditi prejem note Vaše Ekscelence z današnjim datumom, ki se glasi:

"Imam čast, da se sklicujem na nedavna pogajanja med predstavniki Vlade Japonske in Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije, ki so temeljila na sklepih, doseženih med posvetovanji predstavnikov Zveznega izvršnega sveta Skupštine Socialistične federativne republike Jugoslavije in zadevnih vlad upnikov, ki so bila v Parizu 13. julija 1988. V čast mi je tudi potrditi naslednji dogovor, ki je bil dosežen med omenjenimi pogajanjami:

1. (1) Ta dogovor se bo uporabljal za skupni znesek glavnice in obresti komercialnih dolgov, ki so bili pogodbeno dogovorjeni med zadevnimi dolžniki iz Socialistične federativne republike Jugoslavije (v nadaljevanju dolžniki) na eni strani in zadevnimi upniki iz Japonske (v nadaljevanju upniki) na drugi strani, ki jih je zavarovala Vlada Japonske in ki so zapadli ali zapadejo v vräčilo v obdobju od 1. aprila 1988 do 30. junija 1989, vključno z obema datumoma (v nadaljevanju reprogramirani komercialni dolgovi):

a) komercialni dolgovi, ki predhodno niso bili reprogramirani, z odplačilno dobo več kot eno leto in pogodbeno dogovorjeni pred 2. decembrom 1982 med dolžniki in upniki; in

b) komercialni dolgovi, ki so bili predhodno reprogramirani v skladu z dogovori, doseženimi z izmenjavo noi med Vlado Japonsko in Zveznim izvršnim svetom Skupštine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet) 20. marca 1985, 5. decembra 1985, 20. marca 1987 in 11. septembra 1987 v zvezi z ukrepi za olajšavo vräčila dolga glede jugoslovenskih dolgov (v nadaljevanju note).

1. (2) Reprogramirani komercialni dolgovi sestojijo iz komercialnih dolgov, ki so bili pogodbeno dogovorjeni v ameriških dolarjih in japoških jenih. Skupni znesek reprogramiranih komercialnih dolgov je ocenjen na sedem milijonov šestinsedemdesetisoč šeststo petdeset ameriških dolarjev in štiriinsedemdeset centov (7,076,650,74 USD) za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih ter dve milijardi sto sedeminsedemdeset milijonov sedemsto enaindvajset tisoč petsto devetinšestdeset japoških jenov (2,177,721,569 YEN) za pogodbeno dogovorjene komercialne dolbove v japoških jenih.

(3) Skupni zneski iz zgoraj omenjenega pododstavka (2) se lahko spremeni, če se o tem sporazumeta zadevna organa Vlade Japonske in Zveznega izvršnega sveta Skupštine socialistične federativne republike Jugoslavije, potem ko ga bosta Vlada Japonske in Zvezni izvršni svet dokončno verificirala.

2. (1) Vlada Japonske bo preko Jugobanke – Udržene banke Beograd (v nadaljevanju Jugobanka) prejela obvestilo o znesku in datumih plačil za poravnava reprogramiranih komercialnih dolgov v skladu s programom odplačil, določenim v podoštavku (4) spodaj (v nadaljevanju program odplačil).

2. (2) Zvezni izvršni svet bo jamčil, da bo skupni znesek reprogramiranih komercialnih dolgov izplačan upnikom preko Jugobanke v valuti, določeni v zadevnih pogodbah

the currency designated in the contracts concerned in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the Rescheduled Commercial Debts by the payment to be made in accordance with the Payment Scheme.

(4) Each of the Rescheduled Commercial Debts will be paid in eight (8) equal semi-annual installments beginning on 15 May, 1995.

3. (1) The Federal Executive Council will guarantee that the interest to be calculated as described in sub-paragraph (2) below on each of the commercial debts concerned, will be paid to the Creditors through Jugobanka on 15 May and 15 November of each year to the extent that they have not been settled. The first payment of the interest will be made on 15 May, 1989.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be eight per cent (8%) per annum for the commercial debts contracted in United States dollars and six and a half per cent (6.50 %) per annum for the commercial debts contracted in Japanese yen.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex attached to this Note.

(3) The interest paid will be exempted from all taxes and duties of the Socialist Federal Republic of Yugoslavia.

4. Payment of the commercial debts concerned and payment of the interest will be made to the Creditors in full amount without any incidental bank charges.

5. If the Debtors fail to take such measures as are required in the Socialist Federal Republic of Yugoslavia for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Federal Executive Council will facilitate, within the scope of the relevant laws and regulations in force in the Socialist Federal Republic of Yugoslavia, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Federal Executive Council will also guarantee the free transfer of payments of the commercial debts concerned in the currency designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Federal Executive Council accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2 (4) with regard to debt relief measures, the Federal Executive Council will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

8. The present arrangement will become effective on the date of the receipt by the Government of Japan of the written notification from the Federal Executive Council that the Federal Executive Council has completed necessary domestic procedures for the entry into force of such arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia.

v skladu s programom odplačil.

(3) Vlada Japonske bo v okviru ustreznih zakonov in predpisov, ki veljajo na Japonskem, sprejela možne ukrepe, da bi s plačili, ki jih je treba izvršiti po programu odplačil, olajšala poravnavo reprogramiranih komercialnih dolgov.

(4) Vsak reprogramirani komercialni dolg bo poplačan v osmih (8) enakih polletnih obrokih, začenši s 15. majem 1995.

3. (1) Zvezni izvršni svet bo jamčil, da bodo obresti, ki jih je treba za vsakega od zadevnih komercialnih dolgov obračunati na način, ki je opisan v (2) pododstavku spodaj, izplačane upnikom preko Jugobanke 15. maja in 15. novembra vsako leto, v kolikor niso bile že poravnane. Prvo plačilo obresti se izvrši 15. maja 1989.

(2) a) Obrestna mera za reprogramirane komercialne dolbove, ki se uporablja pri programu odplačil, znaša osem odstotkov (8,00 %) letno za pogodbeno dogovorjene komercialne dolbove v ameriških dolarjih in šest celih in pol odstotka (6,50 %) letno za pogodbeno dogovorjene komercialne dolbove v japoniških jenih.

b) Znesek obresti, ki jih je treba plačati, se izračuna tako, da se pomnoži znesek neporavnane dolga z zmnožkom števila dni, v katerih dolg ni bil poravnан, in dnevne obrestne mere. Dnevna obrestna mera se izračuna tako, da se obrestna mera, navedena zgoraj pod točko a), deli s tristo petinšestdeset (365). Ponazoritev take metode izračunavanja je v obliki številčne formule podana v prilogi k tej noti.

(3) Plačane obresti bodo oproščene vseh davkov in dajatev v Socialistični federativni republike Jugoslaviji.

4. Plačilo zadevnih komercialnih dolgov in plačilo obresti bo izvršeno v korist upnikov v celotnem znesku, brez kakršnih koli dodatnih bančnih stroškov.

5. Če dolžniki ne sprejmejo ukrepov, ki se zahtevajo v Socialistični federativni republikci Jugoslaviji za poravnavo zadevnih komercialnih dolgov v skladu s programom odplačil, bo Zvezni izvršni svet, v okviru ustreznih veljavnih zakonov in predpisov v Socialistični federativni republikci Jugoslaviji, omogočil poravnavo takih komercialnih dolgov med dolžniki in upniki v skladu z zadevnimi pogodbami. Zvezni izvršni svet bo prav tako jamčil svoboden prenos plačil zadevnih komercialnih dolgov v valuti, ki je določena v zadevnih pogodbah.

6. Potrjuje se, da bodo pogoji zadevnih pogodb, ki v tej noti niso posebej omenjene, še naprej v veljavi, če se zadevne pogodbenice ne dogovorijo drugače.

7. Če Zvezni izvršni svet ponudi upnikom iz katere koli tretje države ugodnejše pogoje od tistih, ki so navedeni v 2. (4) odstavku in ki zadevajo ukrepe za lažje vračanje dolgov, bo Zvezni izvršni svet takoj odobril upnikom enako ugodne pogoje, kot so bili dani upnikom tretjih držav.

8. Ta dogovor bo pričel veljati z dnem, ko Vlada Japonske prejme od Zveznega izvršnega sveta pisno obvestilo, da je Zvezni izvršni svet izpolnil obvezne notranje postopke za začetek veljavnosti takega dogovora.

Bil bi vam hvaležen, če bi v imenu Zveznega izvršnega sveta Skupščine federativne republike Jugoslavije potrdili navedeni dogovor.

I avail myself of this opportunity to renew to you the assurance of my high consideration."

I have further the honour to confirm on behalf of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia the understanding set forth in Your Excellency's Note:

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Boris Škapin, (s)  
Assistant Federal Secretary for  
Finance

Toshio Goto  
Ambassador Extraordinary  
and Plenipotentiary of  
Japan to the Socialist  
Federal Republic of  
Yugoslavia

#### ANNEX

Numerical formula of the method of calculation of the amount of the interest

$$I = A \times D \times R \times \frac{1}{365}$$

I: The amount of interest

A: The amount of the debt unsettled

D: The number of the days the debt has not been settled

R: The rate of interest (per annum)

(NOTE)

(1) With respect to the first payment of the interest (15 May, 1989), D is equal to the number of the days from original due date of payment stipulated in the Notes to 14 May, 1989 (both dates inclusive).

(2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (both dates inclusive).

Ob tej priložnosti vam izražam svoje globoko spoštovanje."

Nadalje imam čast v imenu Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije potrditi dogovor, kot je naveden v noti Vaše Ekselencije.

Ob tej priložnosti vam izražam svoje globoko spoštovanje.

Boris Škapin l. r.  
pomočnik zveznega sekretarja za finance

Toshio Goto  
izredni in pooblaščeni veleposlanik Japonske v Socialistični federativni republiki Jugoslaviji

#### PRILOGA

Številčna formula za način izračunavanja obresti

$$I = A \times D \times R \times \frac{1}{365}$$

I: znesek obresti

A: znesek neporavnane dolga

D: število dni, v katerih dolg ni bil poravnан

R: (letna) obrestna mera

(OPOMBA)

(1) Za prvo plačilo obresti (15. maj 1989) je D enak številu dni od vsakega prvotnega datuma zapadlosti dolga do 14. maja 1989 (vključno z obema datumoma).

(2) Za nadaljnja plačila obresti po prvem plačilu je D enak številu dni od dneva prejšnjega plačila do dneva pred izvršenim plačilom (vključno z obema datumoma).

15.

#### AKT

#### O DOPOLNITVI AKTA O NASLEDSTVU SPORAZUMOV NEKDANJE JUGOSLAVIJE S KRALJEVINO DANSKO

Akt o nasledstvu sporazumov nekdanje Jugoslavije s Kraljevino Dansko (Uradni list RS - Mednarodne pogodbe, št. 15/93) se dopolni tako, da se za dvopičjem doda nova 1. točka, ki se glasi:

"1. Sporazum o spravi, arbitraži in sodnem postopku z dne 14. 12. 1935; objavljen v Službenih novinah Kraljevine Jugoslavije 239-LXXX/37."

Dosedanja 1. točka postane 2. točka, dosedanja 2. točka postane 3. točka.

Ta akt začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije - Mednarodne pogodbe.

Št. 700-01/93-25/2

Ljubljana, dne 25. januarja 1994.

Predsednik  
Državnega zbora  
Republike Slovenije  
mag. Herman Rigelnik l. r.

## 16.

Na podlagi druge alinee prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

## U K A Z

**O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA O SODELOVANJU MED MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE ITALIE V BOJU PROTI NEZAKONITEMU TRGOVANJU Z OPOJNIMI IN PSIHOTROPNIMI SNOVMI TER PROTI ORGANIZIRANEMU KRIMINALU IN ZAPISNIKA O SREČANJU MED MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE ITALIE O IZMENAVI RAČUNALNIŠKO OBDELALIH INFORMACIJ, KI SE NANAŠAO NA NEZAKONITO TRGOVANJE Z OPOJNIMI IN PSIHOTROPNIMI SNOVMI PO BALKANSKI POTI IN V MEDITERANU**

Razglašam Zakon o ratifikaciji sporazuma o sodelovanju med Ministrstvom za notranje zadeve Republike Slovenije in Ministrstvom za notranje zadeve Republike Italije v boju proti nezakonitemu trgovjanju z opojnimi in psihotropnimi snovmi ter proti organiziranemu kriminalu in zapisnika o srečanju med Ministrstvom za notranje zadeve Republike Slovenije in Ministrstvom za notranje zadeve Republike Italije o izmenavi računalniško obdelalih informacij, ki se nanašajo na nezakonito trgovjanje z opojnimi in psihotropnimi snovmi po balkanski poti in v Mediteranu, ki ga je sprejel Državni zbor Republike Slovenije na seji dne 17. decembra 1993.

Št. 0100-142/93

Ljubljana, dne 25. decembra 1993.

Predsednik  
Republike Slovenije  
**Milan Kučan** i. r.

## Z A K O N

**O RATIFIKACIJI SPORAZUMA O SODELOVANJU MED MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE ITALIE V BOJU PROTI NEZAKONITEMU TRGOVANJU Z OPOJNIMI IN PSIHOTROPNIMI SNOVMI TER PROTI ORGANIZIRANEMU KRIMINALU IN ZAPISNIKA O SREČANJU MED MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE ITALIE O IZMENAVI RAČUNALNIŠKO OBDELALIH INFORMACIJ, KI SE NANAŠAO NA NEZAKONITO TRGOVANJE Z OPOJNIMI IN PSIHOTROPNIMI SNOVMI PO BALKANSKI POTI IN V MEDITERANU**

## 1. člen

Ratificirata se sporazum o sodelovanju med Ministrstvom za notranje zadeve Republike Slovenije in Ministrstvom za notranje zadeve Republike Italije v boju proti nezakonitemu trgovjanju z opojnimi in psihotropnimi snovmi ter proti organiziranemu kriminalu, podpisani v Rimu 28. maja 1993, in zapisnik o srečanju med Ministrstvom za notranje zadeve Republike Slovenije in Ministrstvom za notranje zadeve Republike Italije o izmenavi računalniško obdelalih informacij, ki se nanašajo na nezakonito trgovjanje z opojnimi in psihotropnimi snovmi po balkanski poti in v Mediteranu, sestavljen v Rimu 28. maja 1993.

## 2. člen

Sporazum in zapisnik se v izvirniku v slovenskem in italijanskem jeziku glasita:

**S P O R A Z U M**  
**O SODELOVANJU MED MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE ITALIE V BOJU PROTI NEZAKONITEMU TRGOVANJU Z OPOJNIMI IN PSIHOTROPNIMI SNOVMI TER PROTI ORGANIZIRANEMU KRIMINALU**

Ministrstvo za notranje zadeve Republike Slovenije in Ministrstvo za notranje zadeve Republike Italije (v nadaljevanju: pogodbenici)

v skladu z določili Enotne konvencije o opojnih snoveh (New York, 30. 3. 1961), dopolnjene z dodatnim protokolom iz leta 1972 (Ženeva, 25. 3. 1972), Konvencije

**A C C O R D O**  
**DI COOPERAZIONE TRA IL MINISTRO DELL'INTERNO DELLA REPUBBLICA SLOVENA E IL MINISTRO DELL'INTERNO DELLA REPUBBLICA ITALIANA NELLA LOTTA CONTRO IL TRAFFICO ILLICITO DI SOSTANZE STUPEFACENTI E PSICOTROPE E CONTRO LA CRIMINALITA' ORGANIZZATA**

Il Ministro dell'Interno della Repubblica slovena e il Ministro dell'Interno della Repubblica italiana chiamati in seguito »Parti contraenti«;

viste le previsioni della Convenzione unica sulle sostanze stupefacenti (New York, 30 marzo 1961), come emendata dal Protocollo aggiuntivo del 1972 (Ginevra,

o psihotropnih snoveh (Dunaj, 21. 2. 1971), Konvencije Združenih narodov proti prepovedanemu trgovjanju z mamili in psihotropnimi snovmi (Dunaj, 20. 12. 1988) ter z Globalnim načrtom delovanja (New York, 23. 3. 1990), izdanim pod pokroviteljstvom OZN;

v prepričanju, da je mednarodno sodelovanje potrebno za uspešno preprečevanje in zatiranje nezakonitega trgovanja z opojnimi in psihotropnimi snovmi ter v boju proti organiziranemu kriminalu;

zavedajoč se, da so nezakonito trgovanje z opojnimi in psihotropnimi snovmi ter njihova proizvodnja in razpečevanje resna grožnja za normalen družbenogospodarski razvoj ter za telesno in duševno zdravje prebivalstva;

zavedajoč se, da se v omenjeno nezakonito trgovanje vedno bolj vpletajo kriminalne organizacije, ki delujejo na mednarodni ravni;

ob upoštevanju potrebe in skupne volje za okrepitev dvostranskega sodelovanja v boju proti nezakonitemu trgovaju z opojnimi in psihotropnimi snovmi ter proti organiziranemu kriminalu, kot je bilo ugotovljeno tudi v skupni izjavi o »balkanski poti« na srečanju v Rimu 17. 3. 1990,

### SOGLAŠATA:

#### 1. člen

1. Za dosego ciljev tega sporazuma bo ustanovljena mešana komisija za sodelovanje v boju proti nezakonitemu trgovaju z opojnimi in psihotropnimi snovmi ter proti organiziranemu kriminalu.

2. Komisiji bosta skupaj predsedovala oba ministra, vanjo pa bodo vključeni predstavniki obeh notranjih ministrstev, predstavniki zunanjih zadev, kakor tudi odgovorne osebe varnostnih sil ter strokovnjaki s področij, navedenih v tem sporazumu.

3. Po potrebi so lahko v komisijo imenovani tudi predstavniki drugih ministrstev in služb.

4. Komisija se bo sestajala enkrat letno na rednih sestankih, ki bodo izmenoma v eni in drugi državi. Po potrebi in na zahtevo ene ali druge pogodbenice bodo sklicani tudi izredni sestanki za proučitev nujnih zadev, lahko tudi samo med predstavniki ministrstev.

#### 2. člen

Pogodbenici bosta v skladu z določili tega sporazuma na lastno pobudo ali na zahtevo druge strani ter v okvirih, ki jih dovoljujejo njuni zakoni:

a) vzajemno sodelovali pri nadzoru oseb, vpletene v organizirani kriminal, kakor tudi oseb in prevoznih sredstev, ki so bile vpletene v nezakonito trgovanje z opojnimi in psihotropnimi snovmi ali so osumljene take vpletjenosti;

b) izmenjali si bosta vse koristne informacije v zvezi z osebami in vozili, vpleteni v nezakonito trgovanje z opojnimi in psihotropnimi snovmi oziroma osumljenimi, da trgujejo z njimi, prav tako pa vse podatke v zvezi z osebami, ki pripadajo ali so osumljene, da pripadajo organiziranemu kriminalu;

c) uskladili bosta najboljše možne načine povezave, vključno s sodelovanjem z mejnimi organi, ki bodo omogočili hitro izmenjavo vseh informacij o nezakonitem trgovaju z opojnimi in psihotropnimi snovmi ter organiziranem kriminalu;

25 marca), della Convenzione sulle sostanze psicotrope (Vienna, 21 febbraio 1971), della Convenzione contro il traffico illecito di sostanze stupefacenti e psicotrope (Vienna, 20 dicembre 1988), e del »Piano Globale d'Azione« (New York, 23 febbraio 1990), redatte sotto l'egida dell'ONU;

convinti che la cooperazione internazionale è indispensabile per l'efficace prevenzione e repressione del traffico illecito di sostanze stupefacenti e psicotrope e per la lotta al crimine organizzato;

consapevoli che il traffico illecito di sostanze stupefacenti e psicotrope, nonché l'incremento della loro produzione e diffusione, rappresentano una seria minaccia per il regolare sviluppo socio-economico e per la salute fisica e psichica dei propri cittadini;

consapevoli altresì che detto traffico illecito vede sempre più coinvolte organizzazioni criminali che operano su scala internazionale;

considerate pertanto la necessità e la comune volontà di intensificare la cooperazione bilaterale nella lotta contro il traffico illecito di sostanze stupefacenti e psicotrope e contro la criminalità organizzata, come emerso anche nella dichiarazione congiunta adottata nella riunione di Roma sulla »Rotta Balcanica« del 17 marzo 1990,

### CONVENGONO

#### Articolo I

1. Ai fini del presente Accordo, sarà istituito un Comitato misto per la cooperazione nella lotta contro il traffico illecito di sostanze stupefacenti e psicotrope e contro la criminalità organizzata.

2. Il Comitato misto sarà co-presieduto dai due Ministri e comprenderà rappresentanti dei due Ministeri dell'Interno, nonché degli Affari Esteri, responsabili delle Forze dell'Ordine, esperti nei settori menzionati nel presente Accordo.

3. Previo accordo reciproco, potranno essere invitati ai lavori del Comitato, ove se ne ravvisi la necessità, rappresentanti anche di altri Dicasteri ed Uffici.

4. Le riunioni del Comitato si terranno, ordinariamente, una volta l'anno, alternativamente in ciascuno dei due Paesi. In caso di necessità, su specifica richiesta di una delle due Parti contraenti, si terranno incontri straordinari, anche tra soli rappresentanti ministeriali, per l'esame di questioni che rivestano carattere d'urgenza.

#### Articolo II

In conformità con le disposizioni del presente Accordo, le Parti contraenti, di propria iniziativa o su richiesta dell'altra Parte, nei limiti consentiti dalle rispettive legislazioni:

a) si presteranno reciproca collaborazione nel controllo delle persone implicate nel crimine organizzato, nonché delle persone e dei mezzi di trasporto utilizzati nel traffico illecito di sostanze stupefacenti e psicotrope o sospettati di esservi implicati;

b) si scambieranno tutte le informazioni utili relative alle persone ed ai mezzi di trasporto coinvolti nel traffico illecito di sostanze stupefacenti e psicotrope o sospettati di svolgere tale traffico, nonché di quelle relative alle persone appartenenti o sospettate di appartenere alla criminalità organizzata;

c) concorderanno le modalità di collegamento più opportune ivi compresi contatti con gli organismi di frontiera per consentire il rapido scambio di tutte le informazioni attinenti il traffico illecito di sostanze stupefacenti e psicotrope e la criminalità organizzata;

d) posvetovali se bosta v zvezi s sprejemanjem skupnih stališč in usklajenih akcij na vseh mednarodnih sedežih, kjer bodo obravnavali boj proti nezakonitemu trgovaju z opojnimi in psihotropnimi snovmi in proti organiziranemu kriminalu.

### 3. člen

Za varstvo podatkov, ki se nanašajo na osebe in si jih pogodbénici izročita pri sodelovanju, veljajo ob upoštevanju zakonodaje pogodbenic tle pogoji:

1) pogodbenica, ki je podatke prejela, jih lahko uporablja samo v namene, ki jih je opredelila pogodbenica, ki jih je izročila, in ob pogojih, ki jih je postavila;

2) pogodbenica, ki je podatke prejela, bo na prošnjo pogodbenice, ki jih je izročila, dala informacije o uporabi izročenih podatkov in o rezultatih, ki so jih dosegli z njihovo pomočjo;

3) podatke, ki se nanašajo na osebe, je mogoče izročiti izključno pristojnim organom oziroma organizacijam za zatiranje kriminala in pristojnim organizacijam, pristojnim za boj proti mamilom in organiziranemu kriminalu. Dajanje podatkov drugim organom oziroma organizacijam je mogoče le s predhodnim pisnim dovoljenjem pogodbenice, ki je podatke dala;

4) pogodbenica, ki je dala podatke, se mora prepričati o njihovi pravilnosti in tudi o tem, ali je izročitev nujna in ali je v sorazmerju s ciljem izročitve. Poleg tega je treba upoštevati predpise druge pogodbenice, ki se nanašajo na omejevanje dajanja podatkov po njenem nacionalnem pravu. Če se izkaže, da so bili izročeni nepravilni podatki ali podatki, ki se ne bi smeli predati, je o tem treba pogodbenico, ki je podatke prejela, nemudoma obvestiti. Pogodbenica, ki je sprejela podatek, mora nepravilen podatek popraviti, pomotoma oziroma nedovoljeno predan podatek pa takoj uničiti;

5) upravičeni osebi je treba na njeno prošnjo pojasniti podatke, ki obstajajo o njej, in o njihovi predvideni uporabi. Dajanje pojasnil ni obvezujoče, če zakonodaja določene države tega ne predpisuje. Pri dajanju pojasnil o osebnih podatkih je odločilno nacionalno pravo tiste pogodbenice, ki bo podatke dala;

6) pogodbenica, ki daje podatke v skladu s svojim pravnim redom, bo ob njihovi izročitvi določila tudi veljavne termine za izbris podatkov. Neodvisno od tega je treba podatke o posredovani osebi, ki niso več potrelni, izbrisati. O izbrisu prevzetega podatka in o razlogu za to je treba hkrati s tem obvestiti pogodbenico, ki je dala podatke. Vsi dobljeni podatki se uničijo ob prenehanju dogovora;

7) pogodbenici morata o izročitvi, prevzemu in izbrisu podatkov o osebi voditi evidenco;

8) pogodbenici morata podatke o daní osebi učinkovito zaščititi, da nimajo dostopa do njih nepristojni, da jih ne spremenijo in da jih ne objavijo v javnosti.

### 4. člen

1. V skladu z veljavnimi zakoni v obeh državah in ne na škodo obveznosti, ki izhajajo iz drugih dvo- ali večstranskih sporazumov:

a) bo pogodbenica na zahtevo centralnih pooblaščenih organov druge pogodbenice sprožila preiskovalno dejavnost svojih pooblaščenih organov za odkrivanje dejavnosti, povezane z nezakonitim trgovanjem z opojnimi in psihotropnimi snovmi oziroma organiziranim kriminalom;

d) si consulteranno in vista dell'adozione di posizioni comuni e di azioni concertate in tutte le sedi internazionali in cui sia questione di lotta al traffico illecito di stupefacenti e sostanze psicotrope e alla criminalità organizzata.

### Articolo III

Per la tutela dei dati sulle persone che le parti contraenti si scambiano mediante questa collaborazione, tenendo conto delle rispettive legislazioni, valgono le condizioni seguenti:

1) la parte contraente che ha ricevuto i dati può utilizzare i medesimi soltanto per gli scopi determinati dalla parte contraente che li ha consegnati e alle condizioni che essa ha determinato;

2) la parte contraente che ha ricevuto i dati, su richiesta della parte contraente che li ha consegnati, informerà la medesima sull'uso dei dati consegnati e sui risultati ottenuti mediante questi;

3) i dati relativi alla persona possono essere consegnati solo agli organi competenti oppure a quelli preposti alla lotta alla criminalità organizzata e al traffico di droga,

4) la parte contraente che ha trasmesso i dati deve accertarsi della loro esattezza, anche se si tratti di una trasmissione urgente. Si deve anche tener conto delle prescrizioni dell'altra parte contraente concernenti la limitazione della trasmissione dei dati secondo il suo diritto nazionale. Nel caso si accerti che i dati trasmessi sono errati o se si tratti di dati da non consegnare, si deve immediatamente avvertire la parte contraente che ha ricevuto i dati stessi. La parte contraente che ha ricevuto i dati deve correggere quelli errati, mentre quelli erroneamente o illècitamente trasmessi devono essere distrutti;

5) alla persona che ne ha diritto, su richiesta, si devono rendere note le informazioni esistenti che si riferiscono alla stessa e la loro prevista utilizzazione. Le spiegazioni non sono d'obbligo se la legislazione del Paese non lo prevede. Nel procedimento di spiegazione dei dati personali ha il ruolo decisivo il diritto nazionale della parte contraente che trasmette il dato;

6) la parte contraente, trasmettendo i dati in conformità del proprio ordine legislativo, determina anche i tempi per la cancellazione dei dati stessi. Indipendentemente da ciò, devono essere cancellati i dati relativi ad una persona determinata che non siano più utili. La parte contraente che ha conferito i dati deve essere avvertita della cancellazione dei medesimi e dei motivi che l'hanno determinata. Alla cessazione dell'accordo tutti i dati devono essere distrutti;

7) le parti contraenti devono tenere l'elenco dei dati personali consegnati e ricevuti e annotarne la cancellazione;

8) le parti contraenti devono proteggere con efficacia i dati personali impedendo l'accesso a persone non autorizzate che potrebbero alterarli o renderli noti.

### Articolo IV

1. In conformità delle leggi vigenti nei rispettivi Paesi e senza pregiudizi degli obblighi derivanti da altri accordi bi-multilaterali:

a) su richiesta degli organi centrali competenti di una delle Parti contraenti, l'altra Parte promuove procedure investigative presso gli organi competenti nel caso di attività connesse al traffico illecito di sostanze stupefacenti e psicotrope ovvero concernenti la criminalità organizzata;

b) bo pogodbenica, ki je prejela takšno zahtevo, storila vse v svoji moči, da bo v čim krajšem času izvedla zahtevane ukrepe. Rezultate bo takoj poslala strani, ki jih je zahtevala;

c) so lahko funkcionarji pooblaščenih organov podpisnice, ki je zahtevala omenjene dejavnosti, prisotni pri izvajaju zahtevanih ukrepov z dovoljenjem centralnih pooblaščenih organov druge pogodbenice. V takšnih primerih se bodo ti funkcionarji podredili veljavnim zakonom pogodbenice – gostiteljice in bodo uživali pravno varstvo, ki v omenjeni državi velja.

2. Omenjene preiskovalne dejavnosti pa ne bodo izvedene v primerih, ko bi naprošena pogodbenica presodila, da bi lahko kršile njene suverene pravice in/ali ogrozile njeno varnost oziroma druge interese bistvenega pomena. V takšnem primeru bo naprošena pogodbenica takoj poslala utemeljeno zavrnitev prošnje za pomoč.

#### 5. člen

1. Pogodbenici bosta preko svojih centralnih pooblaščenih organov recipročno ponudili na razpolago (na zahtevo ali na lastno pobudo) vse informacije, ki bi lahko pomagale v boju proti nezakonitemu trgovovanju z opojnimi in psihotropnimi snovmi. Še posebej pa si bosta izmenjaval podatke v zvezi z:

a) metodami boja proti nezakonitemu trgovovanju z opojnimi in psihotropnimi snovmi;

b) uporabo novih tehničnih sredstev na tem področju, vključno z urjenjem in uporabo psov za odkrivanje mamil;

c) znanstvenimi, poklicnimi in didaktičnimi publikacijami, ki obravnavajo boj proti nezakonitemu trgovovanju z mamil;

d) novimi vrstami mamil in psihotropnih snovi, kraji izdelave, kanali in metodami skrivanja, ki jih uporabljajo tihotapci, razlikami v ceni mamil in psihotropnih snovi;

e) metodologijami in načini nadzora kontrole na meji;

f) novimi smermi in prevoznimi sredstvi, ki jih uporabljajo pri nezakonitem trgovovanju z mamil in psihotropnimi snovmi, kakor tudi s sistemi za njihovo skrivanje.

2. Katera koli od obeh pogodbenic bo na lastno pobudo ali na zahtevo dala sopogodbenici na razpolago (v skladu s svojo državno zakonodajo) vse podatke in dokumente, v katerih so podatki o nezakonitem trgovovanju z opojnimi in psihotropnimi snovmi.

3. Pogodbenici si bosta izmenjali podatke o sistemih recikliranja in prenosu dobička, ki izvira iz kaznivega dejanja. Še posebej tistega, ki je bil ustvarjen z nezakonitim trgovanjem z mamil.

4. Pogodbenici bosta sporazumno organizirali delovna srečanja, konvencije in seminarje ter izpopolnitvene tečaje za delavce policije za boj proti mamilom.

#### 6. člen

1. Pogodbenici bosta preko svojih pooblaščenih centralnih organov dali na razpolago bodisi na zahtevo ali na lastno pobudo vse podatke, ki bi lahko pomagali v boju proti organiziranemu kriminalu. Še posebej pa si bosta imenjivali podatke v zvezi z:

a) različnimi oblikami organiziranega kriminala in metodami boja proti njemu;

b) morebitnimi stiki med združenji in skupinami organiziranega kriminala v obeh državah;

c) študijami, ki so bile narejene o razvoju stikov, omenjenih v točki b);

b) la parte richiesta farà ogni sforzo per attuare i provvedimenti richiesti nel più breve tempo possibile. I risultati saranno tempestivamente comunicati alla Parte richiedente;

c) i funzionari degli organi competenti della Parte richiedente possono essere presenti all'attuazione dei provvedimenti richiesti, con l'approvazione degli organi centrali competenti dell'altra Parte. In tal caso i medesimi si conformeranno alle leggi del Paese ospitante e godranno della protezione giuridica vigente in detto Paese.

2. Le predette procedure investigative non verranno effettuate nei casi in cui la Parte richiesta ritenga che queste violino il suo diritto di sovranità e/o minaccino la sua sicurezza o altri interessi di importanza fondamentale. In tal caso una motivata comunicazione di diniego di assistenza sarà tempestivamente trasmessa alla parte richiedente.

#### Articolo V

1. Le due Parti contraenti, tramite i propri organi centrali competenti, metteranno reciprocamente a disposizione, su richiesta o di propria iniziativa, tutte le informazioni che possono contribuire a contrastare il traffico illecito di sostanze stupefacenti e psicotrope. In particolare si scambieranno informazioni su:

a) i metodi di lotta al traffico illecito di sostanze stupefacenti e psicotrope;

b) l'utilizzazione di nuovi mezzi tecnici in questo campo, ivi compresi i metodi di addestramento e di impiego di unità cinofile antidroga;

c) pubblicazioni scientifiche, professionali e didattiche riguardanti la lotta al traffico illecito di sostanze stupefacenti e psicotrope;

d) nuovi tipi di droga e sostanze psicotrope, luoghi di produzione, canali usati dai trafficanti e metodi di occultamento, variazioni dei prezzi della droga e delle sostanze psicotrope;

e) metodologie e modalità di svolgimento dei controlli di frontiera;

f) nuovi itinerari e mezzi impiegati nel traffico illecito di sostanze stupefacenti e psicotrope, nonché sistemi di occultamento delle sostanze stesse.

2. Ciascuna delle Parti contraenti, d'iniziativa o su richiesta, metterà a disposizione dell'altra Parte – in conformità alla legislazione nazionale – tutti i dati ed i documenti contenenti informazioni relative ai casi di traffico illecito di sostanze stupefacenti e psicotrope.

3. Le Parti contraenti si scambieranno informazioni circa i sistemi di riciclaggio e di trasferimento dei proventi di reato e in particolare da quello di traffico illecito di sostanze stupefacenti e psicotrope.

4. Le Parti contraenti organizzeranno, d'intesa, incontri, convegni, seminari di lavoro e corsi di perfezionamento per gli operatori di polizia antidroga.

#### Articolo VI

1. Le due Parti contraenti, tramite i propri organi centrali competenti, metteranno reciprocamente a disposizione, su richiesta o di propria iniziativa, tutte le informazioni che possono contribuire a contrastare la criminalità organizzata. In particolare si scambieranno informazioni su:

a) le varie forme di criminalità organizzata e i metodi della lotta contro di essa;

b) gli eventuali contatti fra associazioni o gruppi criminali organizzati nei due Paesi;

c) gli studi effettuati in merito allo sviluppo dei contatti di cui al punto b);

d) tehničnimi ukrepi za zagotovitev varnosti na letališčih in v pomorskih pristaniščih kakor tudi v zvezi z zaščito oseb in objektov pred katerim koli nezakonitim dejanjem;

e) nezakonitimi finančnimi operacijami, ponarejanjem bankovcev in vrednotnic, tavinami umetniških in starinskih predmetov kakor tudi v zvezi z drugimi kaznivimi dejanji, povezanimi z organiziranim kriminalom, ki ga želite pogodbenici razkriti in preganjati.

2. Pogodbenici bosta izmenjali svoje strokovnjake za recipročne posvete ob konkretnih problemih kakor tudi njihove izkušnje v zvezi z bojem proti organiziranemu kriminalu, prav tako pa tudi vse veljavne pravne akte v zvezi z dejavnostjo, usmerjeno proti omenjenemu kriminalu.

3. Pogodbenici bosta izmenjali obvestila in primerke tehničnih sredstev za osebno zaščito, ki jih uporabljalata v operacijah, usmerjenih proti organiziranemu kriminalu, prav tako pa tudi vzajemne izkušnje pri aktivnostih zaščitnih služb ter o strokovnem izobraževanju vodilnih delavcev sil javnega reda. Zato bosta poskrbeli tudi za izmenjavo operativnih delavcev za obiskovanje izpopolnjevalnih tečajev.

4. Pogodbenici bosta organizirali skupna delovna srečanja, konvencije in seminarje, na katerih bodo obravnavali najpomembnejše teme in probleme v zvezi z bojem proti organiziranemu kriminalu.

#### 7. člen

Vse oblike pomoči in sodelovanja v skladu z določili tega sporazuma bodo neposredno zagotavljeni centralni pooblaščeni organi obeh pogodbenic. Omenjeni organi se bodo čim prej sestali, da bi določili ustrezone načine delovanja.

#### 8. člen

Ta sporazum bo začel veljati z dnem, ko se pogodbenici medsebojno obvestita, da so izpolnjeni potrebni notranjepravni pogoji, in bo veljal 5 let. Po poteku tega obdobja bo veljal za nedoločen čas, razen s pisno odgovedo ene ali druge pogodbenice z najmanj šestmesečnim odpovednim rokom.

Podpisano v Rimu dne 28. maja 1993 v dveh izvirnih kih v slovenskem in italijanskem jeziku.

Obe besedili sta enako veljavni.

Minister za notranje zadeve Minister za notranje zadeve  
Republike Slovenije Republike Italije  
**Ivan Bizjak** l. r. **Nicola Mancino** l. r.

d) le misure tecniche per garantire la sicurezza negli aeroporti e negli scali marittimi, nonché la difesa di persone e di obiettivi da qualsiasi atto illecito;

e) le operazioni finanziarie illegali, la falsificazione di carta moneta e valori, il furto di opere d'arte e d'antiquariato, nonché gli altri crimini connessi con la criminalità organizzata, al cui smascheramento e perseguimento abbiano interesse entrambe le Parti.

2. Le Parti contraenti si scambieranno i propri specialisti per consultazioni reciproche su problemi concreti e si scambieranno le loro esperienze in materia di lotta contro la criminalità organizzata, nonché i testi ufficiali delle norme giuridiche vigenti nell'attività di contrasto alla predetta forma di criminalità.

3. Le Parti contraenti si scambieranno notizie e campioni di mezzi tecnici di difesa individuale utilizzati nelle operazioni volte alla repressione della criminalità organizzata, nonché le reciproche esperienze circa le attività inerenti ai servizi di prevenzione e la formazione professionale dei guardi direttivi delle forze dell'ordine; a tal fine saranno previsti scambi di operatori per la frequenza di corsi di perfezionamento.

4. Le Parti contraenti organizzeranno incontri, convegni e seminari di lavoro congiunti che trattino i più importanti indirizzi e problemi della lotta contro la criminalità organizzata.

#### Articolo VII

Le forme di assistenza e di collaborazione in conformità al presente Accordo verranno assicurate direttamente dagli organi centrali competenti delle due Parti contraenti. Tali organi si incontreranno al più presto per definire le relative modalità operative.

#### Articolo VIII

Il presente Accordo entrerà in vigore al momento in cui le Parti si saranno scambiata notifica dell'avvenuto espletamento delle rispettive procedure interne all'uopo previste. Il presente Accordo sarà valido per 5 anni. Decorso tale periodo, esso rimarrà in vigore indefinitivamente, salvo denuncia effettuata da una delle Parti contraenti con un preavviso scritto di almeno sei mesi.

Firmato a Roma, il 28 maggio 1993, in due originali tradotti nelle lingue, slovena e italiana.

Ambedue i testi fanno ugualmente fede.

Il Ministro dell'Interno  
della Slovenia  
**Ivan Bizjak** m. s.

Il Ministro dell'Interno  
della Repubblica Italiana  
**Nicola Mancino** m. s.

### Z A P I S N I K

#### O SREČANJU MED MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA NOTRANJE ZADEVE REPUBLIKE ITALIJE O IZMENJAVA RAČUNALNIŠKO OBDELANIH INFORMACIJ, KI SE NANAŠAO NA NEZAKONITO TRGOVANJE Z OPOJNIMI IN PSIHOTROPNIMI SNOVMI PO BALKANSKI POTI IN V MEDITERANU

Predstavniki Ministrstva za notranje zadeve Republike Slovenije in Ministrstva za notranje zadeve Republike Italije so,

### VERBALE DELLA RIUNIONE TRA IL MINISTERO DELL'INTERNO DELLA REPUBBLICA SLOVENA ED IL MINISTERO DELL'INTERNO DELLA REPUBBLICA ITALIANA PER LO SCAMBIO DI INFORMAZIONI COMPUTERIZZATE ATTINENTI AL TRAFFICO ILLICITO DI SOSTANZE STUPEFACENTI E PSICOTROPE LUNGO LA »ROTTA BALCANICA« ED IL BACINO DEL MEDITERRANEO

I rappresentanti del Ministero dell'Interno della Repubblica slovena e del Ministero dell'Interno della Repubblica italiana;

v smislu členov 2 in 9 Konvencije ZN proti prepovedani trgovini z mamilimi in psihotropnimi snovmi, sklenjene na Dunaju 20. decembra 1988,

prepričani, da je treba vzpostaviti računalniško podprtne sisteme za izmenjavo informacij o nezakonitem trgovjanju z mamilimi po balkanski poti ter v Mediteranu v skladu z obstoječo zakonodajo,

v upanju, da se bodo pobudi čim prej priključile tudi druge zainteresirane države,

#### SKLENILI:

##### 1. člen

(Premisa)

V okviru vzajemne pomoči in mednarodnega sodelovanja, usmerjenega k sprejemu učinkovitih ukrepov sodelovanja v boju proti trgovjanju z mamilimi, bo med Slovensijo in Italijo vzpostavljen skupen informacijski sistem za telematsko izmenjavo podatkov, ki ga bo mogoče v bližnji prihodnosti razširiti tudi na druge države, zainteresirane za boj proti trgovjanju z mamilimi po balkanski poti in v Mediteranu.

Prihodnji informacijski sistem bo, kjer bo to tehnično mogoče, uporabljal že obstoječe komunikacijske strukture in linije, prav tako pa tudi informacijske postopke in tehnike, ki so bile uspešno preizkušene.

##### 2. člen

(Struktura)

Skupni informacijski sistem sestavlja centralni računalnik, nameščen v Rimu, ki je z linijami za prenos podatkov povezan z osebnimi računalniki in terminali, nameščenimi v državnih organih, ki jih bosta določili državi, in bodo edini pooblaščeni organi za upravljanje in uporabljanje podatkov, shranjenih v računalniku.

Italijanski državni organ, pooblaščen za upravljanje in uporabljanje računalniških podatkov, je Centralna direkcija službe za boj proti mamilom v Ministrstvu za notranje zadeve.

Slovenski državni organ, pooblaščen za upravljanje in uporabljanje računalniških podatkov, je Uprava kriminalistične službe Ministrstva za notranje zadeve Republike Slovenije.

Podatki se bodo izmenjevali preko centralnega računalnika, opremljenega tudi z elektronsko pošto, jezik v postopku pa bo angleščina.

##### 3. člen

(Centralni računalnik)

Centralni računalnik bo preko ustreznega urada v Upravi za javno varnost italijanskega ministrstva za notranje zadeve zagotavljal pravilno upravljanje shranjenih podatkov in tako državnim organom v realnem času omogočal dostop do podatkov o osebah: predmetih, dejstvih in načinu delovanja, te podatke pa bi lahko uporabili med nadzorom na mejah ali med drugim policijskim ali carinskim nadzorom, ki se opravlja v notranjosti obeh držav v skladu z veljavno državno zakonodajo.

Za vzpostavitev skupnega informacijskega sistema (ob hkratnem prevzemu obveznosti) bo Italija:

- nujela posebne linije za prenos podatkov med centralnim računalnikom v Italiji, osebnimi računalniki in terminali, nameščenimi v pooblaščenem slovenskem državnem organu;

visti gli articoli 2 e 9 della Convenzione delle Nazioni Unite contro il traffico illecito di stupefacenti e sostanze psicotrope fatta a Vienna il 20 dicembre 1988;

convinti dell'assoluta necessità di istituire un sistema computerizzato per lo scambio di informazioni, conformemente alle rispettive normative nazionali, attinenti al traffico illecito di droga interessante la »Rotta Balcanica« ed il Bacino del Mediterraneo;

auspicando che anche altri Paesi interessati possano al più presto aderire alla presente iniziativa,

#### HANNO CONVENUTO

##### Articolo I

(Premessa)

Nel quadro della reciproca assistenza e della cooperazione internazionale volte all'adozione di efficaci misure di collaborazione nella lotta contro il traffico degli stupefacenti, sarà approntato un sistema comune informativo per l'interscambio telematico delle informazioni tra Slovenia e Italia che potrà essere esteso, in un prossimo futuro, agli altri Paesi interessati alla lotta contro il traffico degli stupefacenti lungo la »Rotta Balcanica« ed il Bacino del Mediterraneo.

Il sistema informatizzato da attuare si avvale, ove tecnicamente possibile, delle strutture e delle linee di trasmissione già esistenti, nonché delle procedure e delle tecniche informatiche già positivamente sperimentate.

##### Articolo II

(Struttura)

Il sistema informativo comune è costituito da un elaboratore centrale installato a Roma collegato, per il tramite di linee di trasmissione dei dati, ai personal computer terminali installati presso le Autorità nazionali designate dai due Paesi quale solo organo autorizzato alla gestione ed alla utilizzazione delle informazioni memorizzate.

Per l'Italia l'Autorità nazionale autorizzata a gestire ed utilizzare le informazioni memorizzate è la Direzione Centrale per i Servizi Antidroga del Ministero dell'Interno.

Per la Slovenia l'Autorità nazionale autorizzata a gestire ed utilizzare le informazioni memorizzate è la Direzione della Polizia Criminale del Ministero dell'Interno.

L'interscambio delle informazioni avviene mediante l'elaboratore centrale dotato di servizio di posta elettronica e mediante l'uso della lingua inglese.

##### Articolo III

(Elaboratore Centrale)

L'elaboratore centrale, per il tramite di un apposito ufficio del Dipartimento della Pubblica Sicurezza del Ministero dell'Interno italiano, assicura la corretta gestione delle informazioni memorizzate consentendo alle Autorità nazionali di disporre, in tempo reale, di informazioni su persone, oggetti, fatti e modalità di azione, da utilizzare in occasione dei controlli di frontiera e degli altri controlli di polizia o di dogana che sono effettuati all'interno di ciascun Paese, in conformità alle legislazioni nazionali.

L'Italia, per la realizzazione del sistema informativo comune, provvede, assumendone gli oneri finanziari, a:

- noleggiare una linea speciale per la trasmissione dati tra l'elaboratore centrale in Italia ed i personal computer terminali installati presso l'Autorità nazionale slovena designata;

– dala na razpolago centralni računalnik, ki je sposoben podpreti skupni informacijski sistem in bo postavljen in opreniljen s posebnim zaščitnim sistemom;

– upravljala in skrbela za vzdrževanje omenjenega računalnika, da bi tako zagotovila neprekinjeno zvezo (24 ur na dan, 365 dni na leto) med pooblaščenimi organi obeh držav;

– poiskala, kupila in prilagodila aplikativne in bazne računalniške programe za vodenje enotnega informacijskega sistema;

– poskrbela za učinkovite ukrepe za varovanje programov in informacij, vključno z dnevno podvojitvijo podatkov v drugem računalniškem centru s posebno zaščito;

– zagotovila potrebne magnetne spomine, tudi v zvezi z uporabljenimi informacijskimi postopki, ki bodo dopuščali kasnejšo rekonstrukcijo vseh dostopov in dognjevanje;

– organizirala in izvedla izobraževalne tečaje za osebje, ki ga bo Slovenija zaposlila na lastnih osebnih računalnikih in terminalih, pri tem pa bo poravnala tudi stroške njihovega bivanja med tečajem;

– poskrbela za tehnično pomoč, če bi bila potrebna, za postavitev omenjenih osebnih računalnikov in terminalov;

– dala na razpolago, če bo to potrebno, potrebne osebne računalnike, terminalne in kontrolne enote za zagotavljanje izmenjave podatkov.

Vse navedeno bodo opravljali v Računalniškem centru za obdelavo podatkov italijanske policije, ki lahko zagotovi potrebne tehnične zmogljivosti.

#### 4. člen

##### (Vrsta informacij)

Vsaka država bo preko osebnih računalnikov in terminalov, postavljenih v lastnih državnih organih, in s tehničnimi postopki, ki jih bo kasneje določila strokovna komisija, vnesla v spomin centralnega računalnika vse tiste podatke, ki jih bo določila omenjena komisija in ki se nanašajo na trgovanje z mamili, ki zanima katero koli od obeh držav.

#### 5. člen

##### (Dopolnjevanje in brisanje podatkov)

Vsaka od obeh držav bo poskrbela za dopolnjevanje podatkov in njihov izbris, če bi prenehali ali bi bili odpravljeni nameni, zaradi katerih so bili podatki shranjeni v spomin računalnika.

Vsaka država lahko od druge države, ki je vnesla določene podatke, zahteva popravke ali izbris podatkov, če meni, da so vneseni podatki netočni ali napačni bodisi s pravnega vidika ali zaradi spletka okoliščin.

#### 6. člen

##### (Uporaba podatkov)

Podatki, shranjeni v centralnem računalniku, ne obvezujejo držav, da ne bi obdržali svojih določenih posebnih postopkov.

Osebni podatki, ki jih vnaša Ministrstvo za notranje zadeve Republike Slovenije, na njegovo zahtevo ne morejo biti na razpolago uporabnikom, ki nimajo ustrezne pravne ureditve varstva osebnih podatkov.

Vsaka država lahko svobodno deluje v skladu s svojo državno zakonodajo ob upoštevanju lastnih interesov v zvezi z javno varnostjo, pregađanjem kaznivih dejanj, varovanjem določenih oseb ter varstvom pravic in svobode posameznikov.

– mettere a disposizione l'elaboratore centrale, capace di gestire il sistema informativo comune; installato in struttura con protezione speciale;

– gestire e curare la manutenzione del predetto elaboratore, al fine di assicurare 24 ore su 24 per tutto l'anno, il collegamento con le Autorità nazionali di entrambi i Paesi;

– individuare, acquistare e adattare i programmi informatici, applicativi e di base, per la gestione del sistema unico informativo;

– adottare efficaci misure di protezione delle informazioni e dei programmi, compresa la duplicazione quotidiana in un altro centro elaborazione dati con protezione speciale;

– garantire la disponibilità dei supporti di memorie magnetiche necessari, anche in relazione all'adozione di procedure informatiche che consentano la ricostruzione a posteriori degli accessi e degli aggiornamenti;

– organizzare e svolgere corsi di addestramento per il personale che la Slovenia impiegherà presso i propri personal computer terminali, assumendosi le spese di soggiorno durante il corso;

– fornire l'assistenza tecnica, ove richiesto, per l'installazione dei suddetti personal computer;

– mettere a disposizione, ove richiesto, i personal computer terminali e le unità di controllo necessari per assicurare lo scambio delle informazioni.

Le attività sopraindicate sono svolte presso il Centro Elaborazione Dati delle Forze di Polizia italiane, che assicura la necessaria competenza e capacità tecnica.

#### Articolo IV

##### (Categorie di informazioni)

Ciascun Paese memorizzerà nell'elaboratore centrale attraverso i personal computer terminali installati presso la propria Autorità nazionale e secondo procedure tecniche definite da una Commissione di esperti, tutte le categorie di informazioni, stabilite da detta Commissione, relative al traffico di stupefacenti che interessi uno dei due Paesi.

#### Articolo V

##### (Aggiornamento e cancellazione delle informazioni)

Ciascun Paese provvede all'aggiornamento delle informazioni e alla cancellazione delle medesime quando sono cessati o superati gli scopi per i quali le informazioni stesse erano state memorizzate.

Ciascun Paese, qualora ritenga che informazioni inserite in precedenza siano inesatte ovvero errate sia sotto il profilo del diritto sia per circostanze di fatto, può chiederne la correzione o la cancellazione al Paese che le ha inserite.

#### Articolo VI

##### (Utilizzazione delle informazioni)

Le informazioni inserite nell'elaboratore centrale non vincolano i due Paesi a tenere particolari condotte preeterminate.

I dati personali inseriti dal Ministero dell'Interno della Repubblica di Slovenia, a richiesta dello stesso Ministero, non possono essere a disposizione degli utenti che non abbiano una adeguata legislazione di protezione dei dati personali medesimi.

Ogni Paese è libero di agire secondo la propria legislazione nazionale, tenendo conto dei propri interessi in materia di sicurezza pubblica, di repressione dei reati, di protezione delle persone interessate, nonché dei diritti e delle libertà individuali.

## 7. člen

(Veljavnost zapisnika)

Določbe zapisnika začnejo veljati takoj, ko so izpolnjeni potrebeni pogoji, in bo veljal 5 let.

Po preteku tega obdobja bo veljal še naprej za nedoločen čas, razen če ga katera od držav ne bo odpovedala s pisnim obvestilom vsaj šest mescev prej.

Kljub veljavnosti pa bo ta operativna računalniška povezava prekinjena, če v obdobju 1 leta v skupni informacijski sistem ne bi vnašali podatkov, navedenih v členu 4. V tem primeru bo povezava s centralnim računalnikom ukinjena z obvestilom, ki bo poslano 1 mesec pred ukinitevijo.

Sestavljeni v Rimu dne 28. 5. 1993 v dveh izvirnikih v slovenskem in italijanskem jeziku.

Za Ministrstvo za notranje  
zadeve Republike Slovenije

**Mitja Klavora** l. r.

Direktor  
Uprave kriminalistične službe

Za Ministrstvo za notranje  
zadeve Republike Italije

**Gaetano Piccolella** l. r.

Direktor Centralne direkcije  
za koordiniranje in planiranje  
v policijskih silah

Articolo VII<sup>a</sup>

(Validità dell'intesa)

La presente intesa entrerà in vigore immediatamente e sarà valida per 5 anni.

Decorso tale periodo, essa rimarrà in vigore indefinitamente, salvo denuncia effettuata da ciascun Paese con preavviso scritto di almeno 6 mesi.

Il collegamento verrà, comunque, disattivato, qualora nel sistema informativo comune non vengano inseriti i dati citati nell'articolo 4 per un periodo di 1 anno. In tal caso il collegamento con l'elaboratore centrale viene disattivato con preavviso scritto di 1 mese.

Fatto a Roma, il 28. 5. 1993 in due originali tradotti in lingue, sloveno e italiano.

Ambedue i testi fanno ugualmente fede.

Per il Ministero dell'Interno  
della Repubblica Slovena

**Mitja Klavora** m. s.

Direttore della Direzione  
di Polizia Criminale.

Per il Ministero dell'Interno  
della Repubblica Italiana

**Gaetano Piccolella** m. s.

Direttore della Direzione  
Centrale per il Coordinamento  
e la Planificazione delle  
Forze di Polizia

## 3. člen

Za izvajanje tega sporazuma in zapisnika skrbi ministrstvo, pristojno za notranje zadeve.

## 4. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 212-05/93-4/1

Ljubljana, dne 17. decembra 1993.

Predsednik  
Državnega zbora  
Republike Slovenije  
**mag. Herman Rigelnik** l. r.

## 17.

Na podlagi tretjega odstavka 63. člena Zakona o zunanjih zadevah (Uradni list RS, št. 1/91-I) izdaja Vlada Republike Slovenije

**U R E D B O**  
**O RATIFIKACIJI SPORAZUMA O IZVAJANJU TRETJEGA ODSTAVKA 3. ČLENA SPORAZUMA O SODELOVANJU NA PODROČJU PATENTOV MED VLADO REPUBLIKE SLOVENIJE IN EVROPSKO PATENTNO ORGANIZACIJO Ž DNE 2. JULIJA 1993**

## 1. člen

Ratificira se Sporazum o izvajanju tretjega odstavka 3. člena Sporazuma o sodelovanju na področju patentov med Vlado Republike Slovenije in Evropsko patentno organizacijo z dne 2. julija 1993, podpisani v Ljubljani v slovenskem, nemškem, angleškem in francoskem jeziku.

## 2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku\* glasi:

\* Besedila sporazuma v ostalih jezikih so na voljo v Službi za mednarodnopravne zadeve Ministrstva za zunanje zadeve Republike Slovenije

**S P O R A Z U M**  
**o izvajanju tretjega odstavka 3. člena Sporazuma o sodelovanju na področju patentov med Vlado Republike Slovenije in Evropsko-patentno organizacijo z dne 2. julija 1993**

Vlada Republike Slovenije (v nadalnjem besedilu Slovenija), ki jo zastopa dr. Rado Bohinc, minister za znanost in tehnologijo, in

Evropska patentna organizacija (v nadalnjem besedilu Organizacija), ki jo zastopa dr. h. c. Paul Braendli, predsednik Evropskega patentnega urada (v nadalnjem besedilu EUP), sta se

glede na

Konvencijo o podeljevanju evropskih patentov z dne 5. oktobra 1973 (v nadalnjem besedilu Evropska patentna konvencija), še zlasti glede na četrti odstavek njenega 33. člena;

slovenski zakon o industrijski lastnini z dne 20. marca 1992 (v nadalnjem besedilu ZIL), še zlasti glede na njegov 4. člen, ter

zakon o spremembah in dopolnitvah zakona o industrijski lastnini z dne 29. maja 1993, še zlasti na njegov 24. člen,

ob upoštevanju,

da bo Slovenija zagotovila sistem, ki omogoča razširitev veljavnosti evropskih patentov tudi na njeno ozemlje v skladu z določili, ki so priložena,

ob seznanitvi

z željo Slovenije, da ji EPU administrativno pomaga pri uresničitvi takega sistema,

sporazumeli o naslednjem:

1. člen

**Obravnavanje zahtev za razširitev**

(1) EPU bo sprejemal in obravnaval zahteve za razširitev evropskih patentov na Slovenijo in bo sporočal slovenskemu Uradu za varstvo industrijske lastnine (v nadalnjem besedilu Slovenski urad) vse uporabne podatke v zvezi z vložitvijo takih zahtev in s postopki, ki so povezani z evropskimi patentnimi prijavami oziroma zadevnimi patenti, zlasti podatke, ki zadevajo:

- a) vložitev in umik takih zahtev;
- b) objavo, umik ali zavrnitev evropskih patentnih prijav;
- c) podelitev evropskih patentov;
- d) vložitev ugovora zoper podelitev evropskega patentu in rezultat postopka ugovora.

(2) EPU bo v skladu z svojimi možnostmi Slovenskemu uradu na njegovo zahtevo sporočal tudi druge koristne informacije.

2. člen

**Informacije v zvezi z razširjenimi evropskimi patenti**

Slovenski urad bo obveščal EPU o pravnem statusu vsakega evropskega patentu, ki je razširjen na Slovenijo, še zlasti o prenehanju njegove veljavnosti, odstopu ali preklicu, ker npr. ni bil vložen predpisani prevod ali plačana pristojbina za podaljšanje veljavnosti patentu.

3. člen

**Finančne zadeve**

(1) EPU bo pobiral pristojbino za razširitev, ki jo predpiše Slovenija in od katere obdrži delež za pokrivanje stroškov, nastalih pri njegovem opravljanju nalog po tem sporazumu.

**A G R E E M E N T**

**implementing Article 3(3) of the Cooperation Agreement between the Government of the Republic of Slovenia and the European Patent Organisation of 2 July 1993**

The Government of the Republic of Slovenia ("Slovenia"), represented by Dr Rado Bohinc, Minister of Science and Technology, and the European Patent Organisation ("the Organisation"), represented by Dr h.c. Paul Braendli, President of the European Patent Office ("EPO")

having regard

to the Convention on the Grant of European Patents of 5 October 1973 ("European Patent Convention") and, in particular, Article 33(4) thereof,

to Slovenia's Law of Industrial Property of 20 March 1992 ("IPL") and, in particular, Article 4 thereof,

to Slovenia's Law amending the IPL of 29 May 1993 and, in particular, Article 24 thereof,

taking into account

that Slovenia will provide for a system enabling the effects of European patents to be extended to its territory in accordance with the provisions attached to this Agreement,

noting

Slovenia's request for administrative support by the EPO in implementing such a system,

have agreed as follows:

**Article 1**

**Processing of requests for extension**

(1) The EPO shall accept and process requests for extension of European patents to Slovenia and shall communicate to the Slovenian Office for the Protection of Industrial Property ("the Slovenian Office") any useful information regarding the filing of such requests and any proceedings relating to the European patent applications and patents concerned, particularly with respect to

- (a) the filing and withdrawal of such requests;
- (b) the publication, withdrawal or refusal of European patent applications;
- (c) the grant of European patents;
- (d) the filing of an opposition to a European patent and the outcome of the opposition procedure.

(2) Within the scope of its capabilities, the EPO shall on request give assistance to the Slovenian Office by communicating any other useful information.

**Article 2**

**Information concerning extended European patents**

The Slovenian Office shall inform the EPO of the legal status of any extended European patent and, in particular, of its lapse, surrender or revocation, e.g. because the prescribed translation has not been filed or a renewal fee has not been paid.

**Article 3**

**Financial matters**

(1) The EPO shall collect the extension fee prescribed by Slovenia and keep a proportion thereof to cover the costs incurred by carrying out its tasks under this Agreement.

(2) Višina zneska pristojbine za razširitev pravic in delež, ki ga obdrži EPU, določita z dogovorom predsednika EPU in Slovenskega urada ob upoštevanju izraženega namena Slovenije, da del pristojbin za razširitev uporabi za spodbujanje inovacij in varstvo industrijske lastnine v svoji državi.

#### 4. člen

##### **Uporaba sporazuma o sodelovanju**

(1) Za ta sporazum veljajo členi 4, 6 in 7 sporazuma o sodelovanju.

(2) Če sporazum preneha, bodo njegova določila še naprej veljala za tiste evropske patentne prijave, za katere bo zahteva za razširitev vložena pred prenehanjem sporazuma, in za vse patente, ki bodo na tej podlagi podeljeni.

#### 5. člen

##### **Uveljavitev**

Ta sporazum začne veljati z dnem, določenim v obvestilih, ki jih izmenjata slovenski zunanjí minister in predsednik EPU, potem ko Slovenija uveljavi predpise, ki so v skladu z določili, priloženimi temu sporazumu.

Skljenjeno v Ljubljani dne 2. julija 1993 v dveh izvirnikih v slovenskem, nemškem, angleškem in francoskem jeziku; vsa besedila so enakovredno verodostojna.

Za Vlado  
Republike Slovenije  
**dr. Rado Bohinc** l. r.  
minister za znanost  
in tehnologijo

Za Evropsko patentno  
organizacijo  
**Dr. h. c. Paul Braendli** l. r.  
predsednik  
Evropskega patentnega urada

(2) The amount of the extension fee and the proportion thereof to be kept by the EPO shall be fixed by the President of the EPO and the President of the Slovenian Office, taking account of Slovenia's declared intention to use part of the extension fees to promote innovation and industrial property in its country.

#### Article 4

##### **Application of the Cooperation Agreement**

(1) Articles 4, 6 and 7 of the Cooperation Agreement shall apply.

(2) If this Agreement is terminated, it shall continue to apply to any European patent application in respect of which a request for extension has been filed prior to its termination, and to any European patent granted thereon.

#### Article 5

##### **Entry into force**

The date on which this Agreement enters into force shall be determined by an exchange of notes between Slovenia's Minister for Foreign Affairs and the President of the EPO, following the enactment by Slovenia of provisions in accordance with those attached to this Agreement.

Done at Ljubljana on 2 July 1993 in two originals in the Slovenian, German, English and French language, each text being equally authentic.

For the Government  
of the Republic of Slovenia

**Dr Rado Bohinc**, (s)  
Minister of Science and  
Technology

For the European Patent  
Organisation

**Dr h.c. Paul Braendli**, (s)  
President of the European  
Patent Office

#### Priloga

##### **Določila, ki urejajo razširitev evropskih patentov na Slovenijo**

#### 1. člen

##### **Razširitev veljavnosti evropskih patentov**

(1) Evropska patentna prijava in evropski patent se v skladu z naslednjimi določili razširita na Slovenijo in imata isto veljavo ter zanje veljajo isti pogoji kot za nacionalne patentne prijave ter nacionalne patente po ZIL.

(2) Za namene teh določil,

a) »evropska prijava« pomeni prijavo za evropski patent, ki je vložena na podlagi Evropske patentne konvencije, kakor tudi mednarodno prijavo, vloženo na podlagi konvencije o sodelovanju na področju patentov, za katero je EPU imenovani ali izbrani urad in v kateri je Slovenija navedena država;

b) »razširjen evropski patent« pomeni evropski patent, ki ga je podelil EPU na podlagi evropske patentne prijave, za katero je bila zahtevana razširitev na Slovenijo;

c) »nacionalna patentna prijava« pomeni patentno prijavo, ki je bila vložena v skladu z ZIL pri Uradu Republike Slovenije za varstvo industrijske lastnine (v nadaljnjiem besedilu Urad);

d) »nacionalni patent« pomeni patent, ki je podeljen na podlagi nacionalne patentne prijave.

#### Attachment

##### **Provisions governing the extension of European patents to Slovenia**

#### Article 1

##### **Extension of the effects of European patents**

(1) A European patent application and a European patent extending to Slovenia shall, subject to the following provisions, have the effect of and be subject to the same conditions as a national patent application and a national patent under the IPL.

(2) For the purposes of these provisions,

(a) "European patent application" means an application for a European patent filed under the European Patent Convention, as well as an international application filed under the Patent Cooperation Treaty for which the EPO acts as designated or elected Office and in which Slovenia is designated;

(b) "extended European patent" means a European patent granted by the EPO on a European patent application in respect of which extension to Slovenia has been requested;

(c) "national patent application" means a patent application filed under the IPL with the Office for the Protection of Industrial Property ("the Office");

(d) "national patent" means a patent granted on a national patent application.

## 2. člen

**Zahteva za razširitev**

(1) Evropska patentna prijava in na njeni podlagi podeljen evropski patent se razširita na Slovenijo na zahtevo vlagatelja. Zahteva za razširitev se bo štela za vloženo z vsako evropsko patentno prijavo, ki bo vložena na dan ali po dnevu, ko stopi v veljavo Sporazum o izvajaju tretjega odstavka 3. člena Sporazuma o sodelovanju na področju patentov med Vlado Republike Slovenije in Evropsko patentno organizacijo z dne 2. julija 1993. Urad bo objavil vsako zahtevo za razširitev, brž ko je to mogoče, potem, ko jo je prejel od EPU, vendar ne pred potekom 18 mesecev od datuma vložitve ali prvega datuma prednostne pravice, če je bila ta zahtevana.

(2) Zahtevo za razširitev je mogoče ob vsakem času umakniti. Zahteva se bo štela za umaknjeno, če ni bila plačana predpisana pristojbina za razširitev pri EPU v času, ki je določen za plačilo pristojbine za poimenovanje po Evropski patentni konvenciji, ali če je bila evropska patentna prijava dokončno zavrnjena, umaknjena ali se je štelo, da je umaknjena. Urad mora to nemudoma objaviti, če je bila zahtevo za razširitev pred tem že objavljena.

## 3. člen

**Veljavnost evropskih patentnih prijav**

(1) Evropska patentna prijava, ki ji je bil dodeljen datum vložitve, je enakovredna redni nacionalni patentni prijavi ob upoštevanju morebitne zahtevane prednostne pravice za evropsko patentno prijavo, ne glede na kasnejši izid o njej.

(2) Objavljena evropska patentna prijava, v zvezi s katero je bila vložena zahtevo za razširitev, ima začasno tako varstvo, kot ga zagotavlja 93. in 94. člen ZIL, in to od dne, ko je vlagatelj poslal slovenski prevod patentnih zahtevkov objavljene evropske patente prijave osebi, ki izum v Sloveniji uporablja.

(3) Za evropsko patentno prijavo se šteje, kot da ni nikoli imela veljavnosti, ab initio, opisane v drugem odstavku, če je bila zahtevo za razširitev umaknjena ali se zanje šteje, kot da je umaknjena.

## 4. člen

**Veljavnost evropskih patentov**

(1) S pridržkom drugega do šestega odstavka zagotavlja razširjeni evropski patent, od dneva, ko je EPU objavil sklep o njegovi podelitvi, enake pravice kot nacionalni patent po 32. členu ZIL.

(2) V roku treh mesecev po datumu objave sklepa o podelitvi evropskega patentu je nosilec patenta dolžan dostaviti Uradu slovenski prevod patentnih zahtevkov za evropski patent in plačati predpisano pristojbino za objavo.

(3) Če zaradi ugovora, vloženega pri EPU, evropski patent ostane veljaven s spremenjenimi zahtevki, je nosilec patenta dolžan v roku treh mesecev od datuma, ko je bil objavljen sklep o veljavnem spremenjenem evropskem patentu, dostaviti Uradu slovenski prevod spremenjenih zahtevkov in plačati predpisano pristojbino za objavo.

(4) Urad bo objavil vsak prevod, ki je bil pravilno vložen v skladu z drugim ali tretjim odstavkom.

(5) Če prevod, naveden v drugem oziroma tretjem odstavku, ni pravocasno vložen ali če predpisana pristojbina ni pravocasno plačana, se razširjeni evropski patent šteje za ničnega ab initio.

## Article 2

**Request for extension**

(1) A European patent application and a European patent granted on such application shall be extended to Slovenia at the request of the applicant. The request for extension shall be deemed to be filed with any European patent application filed on or after the date on which the Agreement implementing Article 3(3) of the Cooperation Agreement between the Government of Slovenia and the European Patent Organisation of 2 July 1993 enters into force. Any request for extension shall be published by the Office as soon as possible after it has been transmitted by the EPO but not before the expiry of 18 months from the filing date or, if priority has been claimed, the earliest priority date.

(2) The request for extension may be withdrawn at any time. It shall be deemed withdrawn where the prescribed extension fee has not been paid to the EPO within the time limits provided for the payment of the designation fee under the European Patent Convention or where the European patent application has been finally refused, withdrawn or deemed withdrawn. The Office shall publish this as soon as possible if the request for extension has already been published.

## Article 3

**Effects of European patent applications**

(1) A European patent application which has been accorded a filing date shall be equivalent to a regular national application, where appropriate with the priority claimed for the European patent application, whatever its outcome may be.

(2) A published European patent application shall provisionally confer the protection conferred by Articles 93 and 94 IPL as from the date on which a translation of the claims of the published European patent application into the Slovenian language has been communicated by the applicant to the person using the invention in Slovenia.

(3) The European patent application shall be deemed not to have had ab initio the effects referred to in paragraph (2) where the request for extension has been withdrawn or is deemed withdrawn.

## Article 4

**Effects of European patents**

(1) An extended European patent shall, subject to paragraphs (2) to (6), confer from the date of publication of the mention of its grant by the EPO the same rights as would be conferred by a national patent under Article 32 IPL.

(2) Within three months from the date on which the mention of the grant of the European patent has been published, the owner of the patent shall furnish to the Office a translation of the claims of the European patent into the Slovenian language and shall pay the prescribed fee for publication.

(3) If, as a result of an opposition filed with the EPO, the European patent is maintained with amended claims, the owner of the patent shall, within three months from the date of which the decision to maintain the European patent as amended was published, furnish to the Office a translation of the amended claims into the Slovenian language and pay the prescribed fee for publication.

(4) The Office shall publish any translation duly filed under paragraph (2) or (3).

(5) If the translation specified in paragraph (2) or (3) is not filed in due time or the prescribed fee is not paid in due time, the extended European patent shall be deemed to be void ab initio.

(6) Za razširjeni evropski patent in evropsko patentno prijavo, na kateri temelji, se šteje, kot da od samega začetka nima veljavnosti, navedene v prvem odstavku tega člena in drugem odstavku 3. člena, če je bil evropski patent v postopku ugovarjanja pri EPU razveljavljen.

#### 5. člen

##### **Verodostojno besedilo evropskih patentnih prijav ali evropskih patentov**

(1) Kot verodostojno besedilo v vseh postopkih v Sloveniji se šteje besedilo evropske patentne prijave oziroma evropskega patentna v jeziku, v katerem je voden postopek pri EPU.

(2) Vendar se za verodostojnega šteje tudi prevod, kot je določeno v 3. in 4. členu, razen v postopkih ugovora, v katerih zagotavlja prevod prijave ali patenta manjše varstvo kot jezik postopkov.

(3) Vlagatelj ali nosilec patentna lahko vloži popravljeni prevod patentnih zahtevkov za evropsko patentno prijavo oziroma evropski patent. Popravljeni prevod nima pravnega učinka, dokler ga Urad ne objavi. Vsaka oseba, ki izum v dobrini veri uporablja ali je izvedla učinkovite in resne priprave za uporabo izuma in takšna uporaba ne bi bila kršitev prijave oziroma patentna v izvirnem prevodu, sme tudi potem, ko začne veljati popravljeni prevod, brez plačila nadaljevati s takšno uporabo v svojem poslovanju in za potrebe tega poslovanja.

#### 6. člen

##### **Pravice iz poprejšnje prijave**

(1) Za evropsko patentno prijavo, za katero je bila plačana pristojbina za razširitev, in za razširjeni evropski patent velja glede na nacionalno patentno prijavo in na nacionalni patent ista pravica iz starejše prijave kot za nacionalno patentno prijavo in nacionalni patent po 2. točki drugega odstavka 9. člena ZIL.

(2) Za nacionalno patentno prijavo in nacionalni patent velja glede na razširjeni evropski patent ista pravica iz starejše prijave, kot ga imata glede na nacionalni patent po 2. točki drugega odstavka 9. člena ZIL.

#### 7. člen

##### **Hkratno varstvo**

Če imata razširjeni evropski patent in nacionalni patent, ki sta podeljena isti osebi, isti datum vložitve ali enak datum zahtevane prednostne pravice, nacionalni patent ne bo imel pravnega učinka od dneva, ko je potekel rok za ugovor na evropski patent in ugovor ni bil vložen, ali od datuma končne odločbe o veljavnosti evropskega patentna v postopku ugovarjanja, če se nacionalni patent nanaša na isti izum kot razširjeni evropski patent.

#### 8. člen

##### **Pristojbine za veljavnost razširjenih evropskih patentov**

Pristojbine za podaljšanje veljavnosti razširjenega evropskega patentna je treba Uradu plačati za leta, ki sledijo letu, v katerem je bil objavljen sklep o podelitvi evropskega patentna.

(6) An extended European patent and the European patent application on which it is based shall be deemed not to have had ab initio the effects specified in paragraph (1) and Article 3(2) to the extent that the patent has been revoked in opposition proceedings before the EPO.

#### Article 5

##### **Authentic text of European patent applications or European patents**

(1) The text of a European patent application or a European patent in the language of the proceedings before the EPO shall be the authentic text in any proceedings in Slovenia.

(2) However, the translation as provided for under Articles 3 and 4 shall be regarded as authentic, except in revocation proceedings, where the application or patent in the language of the translation confers protection which is narrower than that conferred by it in the language of the proceedings.

(3) The applicant or owner of the patent may file a corrected translation of the claims of the European patent application or European patent. The corrected translation shall not have any legal effects until it has been published by the Office. Any person who, in good faith, uses or has made effective and serious preparations for using an invention, the use of which would not constitute infringement of the application or patent in the original translation may, after the corrected translation takes effect, continue such use in the course of his business or for the needs thereof without payment.

#### Article 6

##### **Rights of earlier date**

(1) A European patent application for which the extension fee has been paid and an extended European patent shall have with regard to a national patent application and a national patent the same prior art effect as a national patent application and a national patent under Article 9 No. 2 IPL.

(2) A national patent application and a national patent shall have with regard to an extended European patent the same prior art effect as they have with regard to a national patent under Article 9 No. 2 IPL.

#### Article 7

##### **Simultaneous protection**

Where an extended European patent and a national patent having the same filing date or, where priority has been claimed, the same priority date have been granted to the same person or his successor in title, the national patent shall have no effect to the extent that it covers the same invention as the extended European patent as from the date on which the time limit for filing an opposition to the European patent has expired without an opposition having been filed or as from the date on which the opposition procedure has resulted in a final decision maintaining the European patent.

#### Article 8

##### **Renewal fees for extended European patents**

Renewal fee for an extended European patent shall be paid to the Office for the years following the year in which the mention of the grant of the European patent was published.

## 3. člen

Za izvajanje tega sporazuma je pristojno Ministrstvo za znanost in tehnologijo – Urad Republike Slovenije za varstvo industrijske lastnine.

## 4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 900-05/93-13/11-8  
Ljubljana, dne 10. februarja 1994.

**Vlada Republike Slovenije**

Podpredsednik  
**dr. Maks Tajnikar l. r.**

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**VSEBINA**

MEDNARODNE POGODE	Stran
<b>14. Akt o nasledstvu sporazumov nekdanje Jugoslavije z Japonsko</b>	<b>43</b>
<b>15. Akt o dopolnitvi akta o nasledstvu sporazumov nekdanje Jugoslavije s Kraljevino Dansko</b>	<b>89</b>
<b>16. Zakon o ratifikaciji sporazuma o sodelovanju med ministrstvom za notranje zadeve Republike Slovenije in ministrstvom za notranje zadeve Republike Italije v boju proti nezakonitemu trgovjanju z opojnimi in psihotropnimi snovmi ter proti organiziranemu kriminalu in zapisnika o srečanju med ministrstvom za notranje zadeve Republike Slovenije in ministrstvom za notranje zadeve Republike Italije o izmenjavi računalniško obdelanih informacij, ki se nanašajo na nezakonito trgovjanje z opojnimi in psihotropnimi snovmi po balkanski poti in v Mediteranu</b>	<b>90</b>
<b>17. Uredba o ratifikaciji sporazuma o izvajanju tretjega odstavka 3. člena sporazuma o sodelovanju na področju patentov med vlado Republike Slovenije in Evropsko patentno organizacijo z dne 2. julija 1993</b>	<b>97</b>